

Contract Agreement
Between

The Town of Edgecomb
School Committee
And
The Edgecomb Education
Association

2022-2023

2023-2024

2024-2025

School Committee

Nichole Price 12/5/22
Nichole Price Date

Nancy M Rose
Nancy Rose Date
Teachers' Association Representative

Heather M Sinclair 12-5-22
Heather Sinclair Date

George Chase 12/5/22
George Chase Date

Robert Kahler 12/5/22
Robert Kahler Date
Superintendent

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PREAMBLE

This Agreement, entered into between the EDGECOMB EDUCATION ASSOCIATION, (hereinafter called the "Association"), and the EDGECOMB SCHOOL BOARD, (hereinafter called the "Board"). EEA is affiliated with the Maine Education Association and the National Education Association.

WITNESSETH

WHEREAS, The Board and the Association both recognize that providing a quality education for the children of the public schools 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 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, 26 M.R.S.A. §961-74, 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:

ARTICLE I - 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, 26 M.R.S.A. §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 Maine Department of Education.

ARTICLE II - NEGOTIATION PROCEDURE

A. At any time during the final year 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 counter-proposals 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 shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - 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" or "grievant" 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 keeping with the importance of grievances being processed as rapidly as possible, this shall also apply to filing of grievances in a timely manner so that any issues can be discussed and resolved promptly. To that end, a grievance will be deemed waived unless submitted in writing twenty (20) days after the aggrieved party knew or should have known the events or conditions constituting the alleged grievance.

3. 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 the teacher may have a grievance, the teacher may discuss the matter with their immediate supervisor 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, the teacher shall have the right to have an Association representative within their area assist the teacher in further efforts to resolve the problem informally with the immediate superior.

E. Formal Procedure

1. Level One -- Immediate Supervisor (Principal or Appropriate Supervisor)

a. If the aggrieved person is not satisfied with the outcome of the informal procedure, the aggrieved person may present the claim as a formal grievance in writing to the aggrieved person's immediate supervisor.

b. The Principal/Supervisor shall, within ten (10) days after receipt of the written grievance, meet with the grievant and their Association representative(s) for the purpose of resolving the grievance.

c. The Principal/Supervisor shall, within ten (10) days after the meeting, render their decision and the reasons therefore in writing to the grievant and their representative(s).

2. Level Two--Superintendent of Schools

a. If the aggrieved person is not satisfied with the resolution of the Level One procedure, they may, within ten (10) days, file their written grievance with the Association and Superintendent of Schools.

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 ten (10) days after the meeting, render their decision and the reasons, therefore, in writing, to the aggrieved person with a copy to the Association Grievance Representative.

3. Level Three--School Committee

a. If the aggrieved person is not satisfied with the resolution of the grievance at Level Two, they may, within ten (10) 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 ten (10) days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved person with a copy to the Association Grievance Representative.

4. Level Four--Arbitration

a. If the aggrieved person is not satisfied with the resolution of the

grievance at Level Three, they may, within ten (10) days, request in writing of the Association that the grievance be submitted to arbitration.

b. The Association shall have ten (10) days, after receipt of such request to submit the grievance to arbitration by so notifying the Board Chair in writing.

c. The Board Chair/designee and the Association Representative shall, within ten (10) 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 ten (10) days, the American Arbitration Association shall immediately be called upon to select one.

d. The arbitrator shall, within thirty (30) days after their selection, render their decision in writing to all parties in interest-setting forth their 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 aggrieved person may be represented at all Levels of the formal grievance procedure by a person of their own choosing, except that they 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 choose to call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the grievance procedure.

G. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance, in writing, to the superintendent directly; and the processing of such grievances shall be commenced at Level Two. The Association 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.

4. In order to facilitate the timely processing of grievances by following a common format, all formal grievances shall be submitted in writing using the grievance form in Schedule C.

ARTICLE IV - TEACHER 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 their membership in the Association and its affiliates; their participation in any activities of the Association and its affiliates; collective negotiations with the Board or their 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 disciplined in writing, 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 actions shall become final. The parties agree that, when appropriate, the principles of progressive discipline will be followed.

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 their office, position, or employment or the salary or any increments pertaining thereto, then they 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 them and represent them 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 a teacher, so long as those matters are made known to the superintendent's office five (5) school days prior to said regular meeting. It is understood that emergency items would be considered on shorter notice.

F. All complaints that could reasonably lead to disciplinary action regarding a teacher made to members of the administration by a parent, student, or other person shall be called to the attention of the teacher as soon as practicable, and investigated as necessary at the discretion of the administration. Where appropriate, the teacher shall be given the opportunity to respond to and/or rebut such complaint, and the process and information relating to the complaint will be kept as informal and confidential as each situation permits.

G. Personnel File – A teacher shall have the right to inspect their personnel file during regular business hours. Only one (1) personnel file shall be kept for any teacher. A teacher shall be entitled to have a representative of the Association accompany him during such a review. Teachers will be given the opportunity to sign an acknowledgment of receipt for any document placed in their personnel file, with the understanding that a teacher's acknowledgment of receipt does not indicate their agreement with the document, and their decision whether to sign the acknowledgement of receipt will not otherwise affect placement of the document in their file. Teachers shall have the right to submit a written response to any material placed in their file. This written response shall be attached to the appropriate file material and placed in the file. Teachers may request up to three (3) copies of their personnel file per year.

ARTICLE V - 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, they shall suffer no loss in pay.

B. Representatives of the Association, the Maine Educators Association, and the National Education Association 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 EEA, MEA and/or NEA meetings while school is in session 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, 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. The Association shall have, in each building, the right to use a bulletin board in each faculty lounge.

F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.

G. 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.

H. 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 five (5) school days prior to said regular meeting. It is understood that emergency items would be considered on shorter notice.

ARTICLE VI - 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.

ARTICLE VII - SCHOOL YEAR

A. The teacher's work year shall consist of 182 days:

1. 175 Student Days
2. 7 Workshop Days

ARTICLE VIII - TEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.

2. The total in-school workday shall consist of not more than eight (8) hours or less than the state minimum.

3. Teachers shall not be required to report earlier than 7:30 am and will be permitted to leave by 3:00 pm. Whenever administratively possible, teachers shall be permitted flexibility surrounding these times.

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

C. 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 faculty meetings.

2. An Association representative may speak to the teachers at any meeting (referred to in Paragraph D1 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. Classroom teachers shall have one preparation period daily during which they shall not be assigned to any other duties.

F. 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.

ARTICLE IX - NON-TEACHING DUTIES

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

B. The Committee and the Association acknowledge that, if in the judgment of the administration it is economically possible, teachers should not be required to perform the following non-professional duties;

1. Collecting money from students.

2. Inventorying and storing books, delivering books to classrooms, duplicating instructional and other materials, and other clerical and/or custodial functions.

3. Milk distribution, supervision of cafeteria, sidewalks, playgrounds, bus loading or unloading.

C. 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 principal or immediate supervisor. They shall be compensated at the IRS rate per mile for the use of his/her automobile.

D. Certificated employees shall be provided the opportunity to participate in the

development of program in conformity with the policies, rules and regulations of the school. Assignment of staff to perform additional duties beyond the regular work day shall be based upon identified needs as determined and approved by the school committee. Such assignments shall be determined within the constraints of funds budgeted as incentive pay for staff who are assigned additional responsibilities in such areas as curriculum or staff development, certification implementation and accreditation committees. Staff assigned to such duties shall be compensated at a daily rate equal to 1/182nd of the current base salary.

ARTICLE X - TEACHER EMPLOYMENT

A. 1. Whenever administratively possible, all vacancies or new positions in the school system shall be posted at least ten (10) 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, a notice of all such vacancies or new positions will be sent to the Association.

B. Teachers, whose continuing contracts will not be renewed, shall be notified in writing of their contract status for the ensuing year no later than March 1st. Probationary teachers shall be notified in writing no later than May 15th. Non-renewal of contract applies only to continuing contract teachers. Probationary teacher non-renewals are not subject to the grievance procedure.

C. 1. Contractual teachers working less than full time will receive compensation and benefits prorated according to the percentage of their work schedule. This would be based on hourly responsibility periods for teachers of Grades K- 6.

2. Part-time teachers will be expected to do in-service days as follows:

0-49% of the day	3 days as part of the job 4 days paid per diem
50-74% of the day	4 days as part of the job 3 days paid per diem
75-100% of the day	7 days as part of the job

(It is understood that some part-time teachers work for other districts and may not be available for in-service days. In order for the teacher to receive

payment for this day, he must attend another educational workshop as approved by the building principal.)

D. The part -time teacher may be required to remain after the end of a regular work day to attend curriculum meetings. The teacher will be compensated on an hourly basis using the formula below.

FORMULA: Salary Step divided by 182 teaching days equals the daily rate. The daily rate divided by 7 hours equals the hourly rate.

ARTICLE XI - REDUCTION IN FORCE

A. In the event that it becomes necessary to modify a program for financial or other reasons relevant to the educational program, accompanying staff reductions shall be accomplished following a careful review of program needs, the curriculum necessary to fulfill program needs, and the qualified certificated staff required to implement the modified program as identified.

B. Certificated employees who will be retained to implement the modified program and those employees whose employment will be terminated or reduced shall be identified through equal consideration of the following:

1. Observations/evaluations
2. Degree level
3. Length of service in the Edgecomb School

In the event these criteria are equal, the determining factor will be total years of teaching experience.

C. Notification to employees affected by such program modification shall be notified in writing on or before March 1.

D. Certificated employees who are terminated or reduced in assignment as the result of a program modification shall be recalled in accordance with section A. The right to recall shall exist for two years from the date of said termination or reduction. If the offer of recall is refused, all rights to recall shall be immediately forfeited. It shall be the responsibility of the affected employee to inform the Superintendent of his continued availability no later than March 1st in each year of recall eligibility.

E. All benefits to which a teacher was entitled at the time of termination or reduction, including years of experience, unused accumulated sick leave and time earned toward sabbatical eligibility, shall be restored upon return to active employment.

F. Any decision related to the establishment of a modified educational program shall not be subject to the grievance procedure.

G. Teachers shall have the right to retain their medical insurance coverage for a period of 18 months after termination of contract (COBRA). Teachers shall be responsible for all premiums due on their medical insurance policy in order to keep it in force.

H. Any teacher who receives notice of layoff shall be allowed to convert three (3) days of his/her accumulated sick leave to three personal days for purposes of application and/or interview for other positions.

ARTICLE XII - SALARIES

A. The annual payment of teachers shall be paid in twenty-six (26) installments every other Thursday. A teacher may choose to receive his/her last five (5) checks for the summer months in July, in one lump sum, if such desire is indicated in writing by May 1st.

B. Definition of Salary Schedule Movement

1. Initial placement on the salary schedule shall be determined by the official transcripts of college credits. It shall be the responsibility of the teacher to keep a current copy of his total credits on file in the superintendent's office.

2. In order to qualify for horizontal movement on the salary schedule, a teacher must have completed the required number of credits from an approved college or university which are within that teacher's major field of study or related to his/her present teaching assignment.

3. All credits to be applied for movement on the salary schedule must have the prior approval of the superintendent and must be completed prior to September 1st of the contract year in which they are to be considered for salary schedule placement.

4. Approved credits will be those earned after the awarding of the teacher's highest degree and as documented on an official transcript.

ARTICLE XIII - 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. Sick leave may be used in one (1) hour increments.
6. For the birth or adoption of a child, teachers may use a combination of up to twelve (12) weeks of their own accrued sick leave and, if eligible, Paid Parental Leave.

B. The AOS98 Central Office shall provide a written statement for every teacher at the beginning of each school year indicating total sick-leave credit.

C. Sick Leave Bank: The AOS98 Central Office shall aid in the management of a sick-leave bank. Only certified professional public employees covered by this agreement are eligible.

1. Each member of the bargaining unit may contribute one day of sick leave at the beginning of each school year- a maximum of one day per person per year. He/she will authorize this on their payroll deduction sheet in the fall of each year. A member of the bargaining unit may withdraw days from the bank. A member of the bargaining unit who is not a member of EEA shall not be discriminated against because of non-membership.

2. A teacher will not be able to withdraw days from the bank until his/her 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 member and at the discretion of

EEA membership, a maximum of twenty (20) days can be drawn by one individual from the bank each school year. The Superintendent will be informed by the EEA within five (5) days.

5. The EEA 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 member withdrawing sick days from the bank will not have to replace these days except as a regular contributing member to the bank.

7. The days in the sick-leave bank will be allowed to accumulate from year to year, and the maximum number of days in the sick-leave bank at the beginning of any given year shall not exceed one hundred twenty (120) days.

8. EEA shall be notified of the sick-leave bank total at the beginning of a given year. In the event that not all offered contributions are needed, the EEA shall determine the order in which they are added (i.e.: whose days are used first.)

ARTICLE XIV - WORKER'S COMPENSATION

In the event a teacher is injured on the job and is eligible for Worker's Compensation Insurance (2/3 pay), the teacher may use 100 percent sick leave and turn over the Worker's Compensation check to the Town of Edgecomb thus losing one-third of a day per day from sick leave. Or the teacher may keep the Worker's Compensation check and only collect sick leave in an amount not paid by Worker's Compensation.

The premise is that a teacher is eligible for up to full compensation for as long as the teacher's sick leave lasts but should not collect both 100 percent sick leave and Worker's Compensation Insurance.

ARTICLE XV - RETIREMENT STIPEND

Upon retirement in which one is eligible for Maine State Retirement or within eight years of the State of Maine retirement age, permanently disabled, or death and after ten years of service to the Edgecomb School, a teacher shall be paid for up to 30 days of their accumulated sick leave at the employees' per diem rate.

ARTICLE XVI - PERSONAL LEAVE

Leave under this section satisfies the Earned Paid Leave Law. Teachers shall be entitled to the following non-accumulative temporary leaves of absence with full pay for each school year, such leave to be in addition to any sick leave to which the teacher is entitled. Up to three (3) personal days for planned and unplanned reasons, to be

used in no less than one-hour increments. Requests for planned personal leave shall be made to the Principal without necessarily disclosing the nature of the matter to be pursued, at least two days in advance of the requested date of such leave whenever practicable, and such leave shall be granted, except the Principal may limit the number to three teacher requests at one time, which will be dealt with on a first request, first serve basis. In addition to the three personal days above, teachers may also use up to two accumulated sick days in accordance with this Personal Leave section.

Teachers working one (1) day per week will be entitled to one (1) personal day per year.

ARTICLE XVII - BEREAVEMENT LEAVE

Teachers may be entitled to the following non-accumulative temporary leaves of absence with full pay for each school year, such leave to be in addition to any sick leave to which the teacher is entitled.

Bereavement leave of up to five (5) days at any one time in the event of the death of a spouse, partner, child, parent, parent-in-law, sibling, sibling-in-law or other significant family tie. It is understood that such bereavement leave is granted for the sole purpose of allowing time off to participate personally in the services held for the deceased or to manage the details relating to the service, burial and estate of the deceased. Additional bereavement leave may be granted at the discretion of the Superintendent/designee.

ARTICLE XVIII - FAMILY ILLNESS LEAVE

Up to three (3) days (taken from sick leave) will be granted for illness of a spouse, parent or child in the immediate family. A teacher may be entitled to use accumulated sick leave for the purpose of caring for a member of the teacher's immediate family upon request to the superintendent/designee.

ARTICLE XIX - PARENTAL LEAVE

Every teacher who becomes a parent (either by birth or adoption) is entitled to two weeks of paid leave for the purpose of childbirth/childcare ("Paid Parental Leave"), to run concurrently with any available Family Medical Leave. Such leave shall commence and be completed within twelve months of the arrival of the child (or at such earlier time as may be decided upon by the employee with medical advice), although such leave need not be taken in consecutive weeks.

ARTICLE XX - JURY DUTY

Time necessary for jury duty shall be allowed. Teachers shall suffer no reduction in their pay because of jury duty service. It is expressly understood that teachers will report for work at times during the school day when they are on call for jury duty service but are not required to be in court. If jury duty service is required within the regularly scheduled work year, then jury duty fees collected by the teacher shall be paid to the District.

ARTICLE XXI - 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 Edgecomb. If the teacher does not return to Edgecomb, the teacher will be responsible to repay all monies received while on sabbatical.

2. Application for sabbatical leave must be submitted to the school committee by January 1st.

3. Sabbatical leave 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.

ARTICLE XXII - LEAVE OF ABSENCE

A. 1. A leave of absence may be granted upon application by a staff member, the recommendation of the superintendent and the approval of the school committee. Such leaves of absence shall be without pay or fringe benefits. Upon the approval of the school committee, such leaves may be extended for one additional year.

2. During the leave of absence, the staff member may pay the total monthly cost of any insurance benefits program in order to maintain those benefits. Payment shall be made no later than the 15th of each month.

3. Requests for a leave of absence shall be submitted no later than March 1 of the school year prior to the leave period. A staff member granted a leave of absence shall inform the superintendent by March 1 of the school year for which the leave is granted as to his intention to assume a position on the staff for the ensuing

school year. If said notification is not received, the individual's employment rights with the school shall be terminated. In the event of an emergency or unexpected catastrophe involving the staff member or the staff member's family (spouse, child, or parent) said deadline for notification will be waived.

4. Leaves of absence may be granted only when they do not have an undesirable impact upon the educational program. Decisions of the school committee regarding such leave requests shall be final. Decisions regarding a leave of absence shall be accompanied by a written statement outlining the reasons for such decision no later than May 1.

ARTICLE XXIII - ASSOCIATION DUES AND CREDIT UNION PAYMENTS

The Board agrees to deduct from the teacher's salary, money for State and National Association dues plus Credit Union payment as said teacher individually and voluntarily authorizes 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 eighteen (18) equal payments twice monthly for the following associations: MEA & NEA.

ARTICLE XXIV - TEACHER OBSERVATION

A. All observation of a teacher's classroom performance shall be conducted in accordance with the process developed and adopted by the PE/PG Committee and shall be outlined in the teacher evaluation handbook provided for all staff.

B. Teachers shall be formally observed only by persons certified in the field of education by the Maine Department of Education and designated by the Superintendent.

C. A teacher will be given feedback in accordance with the process developed and adopted by the PE/PG Committee and outlined in the teacher evaluation handbook provided for all staff.

ARTICLE XXV - VACANCIES, VOLUNTARY TRANSFERS

AND INVOLUNTARY TRANSFERS

A. Vacancies/Job Openings

Vacancies/Job Openings in the district will be posted internally for ten (10) days before being externally posted. Posting will be by district email. If an employee does not have access to district email during the summer, the employee must inform the Central Office of alternative contact info if they wish to be notified of postings.

B. Voluntary Transfers

1. Teachers who desire a change in grade and/or subject and/or location assignment shall send a written statement containing the reason(s) to the Central Office to be given to the Superintendent by December 31st. The request must include reasons, assignments in order of preference, and credentials for the requested position (Certification). Requests made after December 31st will be reviewed on a case-by-case basis.

2. The Superintendent will review requests for voluntary changes in assignments, and determine in their sole discretion if the request can be considered.

C. Involuntary Transfers

1. Educators may be reassigned on the basis of their qualifications and the needs of the school. In the reassignment of educators, the needs of the students and the instructional program shall be considered, along with the wishes of the individual educator.

2. Based on the circumstances, educators will be given as much reasonable advance notice of a transfer as possible.

ARTICLE XXVI - HEALTH INSURANCE

A. General

The Edgecomb School Committee shall remit insurance premium payments toward premiums of approved group insurance programs in accordance with the provisions outlined herein.

B. Enrollment

Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of newly employed teachers shall begin with their employment and shall be completed within the time specified by the insuring company. The premium payment remitted for less than full-time employees shall be on a prorated basis equal to the full-time equivalency status as stated on the employment contract.

C. Health Benefits

The Committee shall make the following contributions toward the cost of health

insurance for full-time teachers (part-time teachers shall receive benefits in a prorated basis against full-time employment):

1. The Board will pay 100% for single coverage under the Choice Plus, the MEA 500 and the MEA 1000 plans and 80% of the cost of two adult, adult with child, and family coverage under each plan.
2. Employees who choose the MEA Standard Plan shall be responsible for the difference in cost between the Choice Plus Plan and the Standard Plan.
3. This coverage shall be for a full twelve (12) month period.
4. Cash in lieu: Teachers who are eligible (i.e., covered under another employer's non-government sponsored health plan) who elect not to participate in the District's health insurance plan may elect to receive payment from the Board of one-half (1/2) of the MEA/Anthem Blue Cross Blue Shield Choice Plus Plan single premium as a result of the teacher's decision to elect to waive coverage. In order to receive such payment for a health plan year, the teacher must sign and return to the District, attesting that the teacher has proof of coverage under another employer's (non-government sponsored) group health plan in order to be eligible for cash in lieu. Any such payment under this provision shall be paid to the teacher as an addition to his/her the teacher's regular paycheck.

D. Dental Insurance

The School Committee agrees to furnish all teachers dental insurance as offered through the MEA Group Dental Care Program which includes Plan V of the Delta Dental Plan coverage as specified below:

1. Any teacher - one single subscription paid by the district;
2. This coverage shall be for a full twelve (12) month period.

ARTICLE XXVII - PROFESSIONAL DEVELOPMENT

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 the full-time staff equivalent (FTE) per teacher's contract year (September 1-August 31). Total unused credits may be pooled and utilized by individual staff up to three (3) additional credit hours per contract year.

B. Notification of unused credit hours will be provided by the Office of the Superintendent no later than May 1 of the contract year in which such additional credit

hours may be available.

C. Payments of amounts exceeding the current State University credit cost must be approved by the Superintendent and the Board. Whenever administratively possible, credit reimbursement will be made within 45 days after proof of the successful completion of the credits.

D. When one or more members of the staff enroll in a course, the district will pay for the course up front within a 30-day period. If the participant fails to complete the course or receives below a C grade, the financial responsibility is that of the teacher.

ARTICLE XXVIII - 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, marital status or handicap.

E. Whenever any notice is required to be given by either of the parties of this Agreement

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

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

F. There will be a limit of five tax sheltered account companies offered to

employees. The employee is allowed to choose which companies.

ARTICLE XXIX - DURATION OF AGREEMENT

A. This agreement shall be effective as of September 1, 2022, or the date it is fully signed, whichever is later, and shall continue in effect until August 31, 2025, except that salary increases will be paid retroactively to September 1, 2022. Retroactive salary increases to September 1, 2022 shall be made only for teachers currently employed by the Board as of the date the Agreement is signed.

B. This Agreement shall include all articles and schedules listed in the table of contents.

C. All items of this agreement may be re-opened for negotiations in the event that lawful, local, state or national government action is taken that affect any provision of this contract.

D. In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives, attested by their respective secretaries and their corporate seals to be placed thereon.

**SCHEDULE A
SALARY SCALE**

2022-2023 Step	BA	BA+15	BA+30	BA+45/MA	BA+60/MA+15	5.00%
0	\$50,158.44	\$50,658.44	\$51,158.44	\$52,158.44	\$53,158.44	
1	\$51,537.80	\$52,051.55	\$52,565.30	\$53,592.80	\$54,620.30	
2	\$52,955.09	\$53,482.97	\$54,010.84	\$55,066.60	\$56,122.36	
3	\$54,411.35	\$54,953.75	\$55,496.14	\$56,580.93	\$57,665.72	
4	\$55,907.67	\$56,464.98	\$57,022.29	\$58,136.91	\$59,251.53	
5	\$57,445.13	\$58,017.76	\$58,590.40	\$59,735.67	\$60,880.95	
6	\$59,024.87	\$59,613.25	\$60,201.64	\$61,378.40	\$62,555.17	
7	\$60,648.05	\$61,252.62	\$61,857.18	\$63,066.31	\$64,275.44	
8	\$62,315.87	\$62,937.06	\$63,558.25	\$64,800.63	\$66,043.01	
9	\$64,029.56	\$64,667.83	\$65,306.10	\$66,582.65	\$67,859.20	
10	\$65,790.37	\$66,446.20	\$67,102.02	\$68,413.67	\$69,725.32	
11	\$67,599.61	\$68,273.47	\$68,947.33	\$70,295.05	\$71,642.77	
12	\$69,458.60	\$70,150.99	\$70,843.38	\$72,228.16	\$73,612.95	
13	\$71,368.71	\$72,080.14	\$72,791.57	\$74,214.44	\$75,637.30	
14	\$73,331.35	\$74,062.34	\$74,793.34	\$76,255.34	\$77,717.33	
15	\$75,347.96	\$76,099.06	\$76,850.16	\$78,352.36	\$79,854.56	
Off Scale	5.00%					

For 2022-23: All teachers will move up a step each year. Teachers at the top of the scale will receive a 5% increase over prior year salary.

2023-2024 Step	BA	BA+15	BA+30	BA+45/MA	BA+60/MA+15	4.00%
0	\$52,164.78	\$52,664.78	\$53,164.78	\$54,164.78	\$55,164.78	
1	\$53,599.31	\$54,113.06	\$54,626.81	\$55,654.31	\$56,681.81	
2	\$55,073.29	\$55,601.17	\$56,129.05	\$57,184.80	\$58,240.56	
3	\$56,587.81	\$57,130.20	\$57,672.60	\$58,757.39	\$59,842.18	
4	\$58,143.97	\$58,701.28	\$59,258.59	\$60,373.21	\$61,487.84	
5	\$59,742.93	\$60,315.57	\$60,888.20	\$62,033.48	\$63,178.75	
6	\$61,385.86	\$61,974.25	\$62,562.63	\$63,739.40	\$64,916.17	
7	\$63,073.97	\$63,678.54	\$64,283.10	\$65,492.23	\$66,701.36	
8	\$64,808.51	\$65,429.70	\$66,050.89	\$67,293.27	\$68,535.65	
9	\$66,590.74	\$67,229.01	\$67,867.29	\$69,143.83	\$70,420.38	
10	\$68,421.99	\$69,077.81	\$69,733.64	\$71,045.29	\$72,356.94	
11	\$70,303.59	\$70,977.45	\$71,651.31	\$72,999.03	\$74,346.76	
12	\$72,236.94	\$72,929.33	\$73,621.72	\$75,006.51	\$76,391.29	
13	\$74,223.46	\$74,934.89	\$75,646.32	\$77,069.19	\$78,492.05	
14	\$76,264.60	\$76,995.60	\$77,726.60	\$79,188.59	\$80,650.58	
15	\$78,361.88	\$79,112.98	\$79,864.08	\$81,366.28	\$82,868.47	
Off Scale	4.00%					

For 2023-24: All teachers will move up a step each year. Teachers at the top of the scale will receive a 4% increase over prior year salary.

2024-2025 Step	BA	BA+15	BA+30	BA+45/MA	BA+60/MA+15	4.00%
0	\$54,251.37	\$54,751.37	\$55,251.37	\$56,251.37	\$57,251.37	
1	\$55,743.28	\$56,257.03	\$56,770.78	\$57,798.28	\$58,825.78	
2	\$57,276.22	\$57,804.10	\$58,331.98	\$59,387.74	\$60,443.49	
3	\$58,851.32	\$59,393.71	\$59,936.11	\$61,020.90	\$62,105.69	
4	\$60,469.73	\$61,027.04	\$61,584.35	\$62,698.97	\$63,813.59	
5	\$62,132.65	\$62,705.29	\$63,277.92	\$64,423.20	\$65,568.47	
6	\$63,841.30	\$64,429.68	\$65,018.06	\$66,194.83	\$67,371.60	
7	\$65,596.93	\$66,201.50	\$66,806.06	\$68,015.19	\$69,224.32	
8	\$67,400.85	\$68,022.04	\$68,643.23	\$69,885.61	\$71,127.99	
9	\$69,254.37	\$69,892.64	\$70,530.92	\$71,807.46	\$73,084.01	
10	\$71,158.87	\$71,814.69	\$72,470.52	\$73,782.17	\$75,093.82	
11	\$73,115.73	\$73,789.60	\$74,463.46	\$75,811.18	\$77,158.90	
12	\$75,126.42	\$75,818.81	\$76,511.20	\$77,895.99	\$79,280.77	
13	\$77,192.39	\$77,903.83	\$78,615.26	\$80,038.12	\$81,460.99	
14	\$79,315.19	\$80,046.18	\$80,777.18	\$82,239.17	\$83,701.17	
15	\$81,496.35	\$82,247.45	\$82,998.55	\$84,500.75	\$86,002.95	
Off Scale	4.00%					

For 2024-25: All teachers will move up a step each year. Teachers at the top of the scale will receive a 4% increase over prior year salary.

SCHEDULE B

EXTRA-CURRICULAR STIPEND

Chaperone \$14

Limit two per bus.

SCHEDULE C

Grievance Form Level []

GRIEVANT: SCHOOL: POSITION:

Association Representative

Date Grievance Filed: Date of alleged CBA violation:

Administrator: Administrator Representative

State informal process used to attempt to resolve this issue before filing this grievance:

Articles, Sections, and clauses alleged to have been violated:

Statement of Grievance:

Remedies Sought:

SIGNED: _____

Date: _____