

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

REGIONAL SCHOOL UNIT No. 67 BOARD OF DIRECTORS

AND THE

REGIONAL SCHOOL UNIT No. 67  
EDUCATION ASSOCIATION

2016-2019

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**ARTICLE 1**  
**RECOGNITION**

The Regional School Unit No. 67 Board of Directors ("Board") recognizes the RSU No. 67 Education Association ("Association") as the sole and exclusive bargaining agent for a unit composed of classroom teachers, librarians, special education teachers, interventionists, alternative education teachers, nurses and guidance personnel as members of the bargaining unit and are hereafter defined as "Members."

Excluded from the bargaining unit are all other employees employed by the Board, including employees who have been employed fewer than six (6) months, temporary, seasonal and substitute on-call employees.

**ARTICLE 2**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, resolution of grievances. Grievance proceedings will be kept 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 anyone covered by this Agreement having a grievance to discuss the matter informally with: Level One - the building principal or his or her representative; Level Two – Superintendent of Schools or his or her representative and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

B. Definitions

1. A "grievance" is a dispute with respect to the meaning or application of the specific terms of this Agreement.
2. An "aggrieved person" is the member/members within the jurisdiction of the bargaining unit making a claim of grievance pursuant to the terms of this Agreement.
3. A "party in interest" is the member/members and Association making a claim and any person-who might be-required to take action or against whom action might be taken in order to resolve a claim.
4. "Days" shall mean working school days except in those cases which have not been resolved prior to the termination of school in June of that school year, when days shall mean any week day, Monday through Friday, excluding legal holidays.
5. "Member" shall refer to all personnel covered by this Agreement. "Board" shall refer to RSU No. 67 School Board.

C. Time Limits

1. A grievance shall be deemed waived unless submitted in writing twenty (20) working days after the aggrieved person knows or should have known of the events or conditions constituting the alleged grievance.
2. The parties agree that any of the time limits set forth in this Article / Grievance Procedure may be modified by mutual agreement, provided that such agreement must be in writing.

D. Informal Procedure

Prior to submitting a written grievance, and within the time period set forth in Section C.1, the aggrieved must discuss the grievance with his/her building principal. The purpose of the informal procedure is for the grievant and the principal to communicate information, positions and beliefs that each has, to allow them to understand the point of view of the other as to whether the agreement was violated, and if possible to resolve the grievance. The grievant should clearly communicate the articles, sections and their specific portions alleged to have been violated. The building principal shall respond orally to the aggrieved not later than five (5) workdays thereafter.

E. Formal Procedure

1. Level One - Building Principal

- a. If an aggrieved is not satisfied with the outcome of informal procedures, the aggrieved and Association representative (see Grievance Form) shall present the claim as a formal grievance in writing to the building principal within the time period set forth in Section C. The "Aggrieved Member/Members" and "Association" must both jointly participate in the grievance process. Both the aggrieved member/members and Association must be present during the formal grievance procedure process at all levels. A list of three (3) representatives from the Association is to be given to the Superintendent at the beginning of the school year for each year of the contract.
- b. The Principal shall, within five (5) working days after receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved.

2. Level Two - Superintendent of Schools

- a. If the aggrieved persons are not satisfied with the resolution at Level One, they must, within five (5) working days after receiving the principal's response, submit the written grievance to the Superintendent at Level Two.

- b. The Superintendent shall, within ten (10) working days of receipt of the grievance, meet the aggrieved person and Association representative for the purpose of reviewing and attempting to resolve the grievance.
- c. The Superintendent shall, within five (5) working days, render his or her decision and the reasons therefore in writing to the aggrieved with a copy to the Association.

### 3. Level Three- Board

- a. If the aggrieved person is not satisfied with the resolution of the grievance at Level Two, he/she may, within five (5) working days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board or its representatives.
- b. The Board shall, within fifteen (15) working days, meet with the aggrieved person and Association representative for the purpose of reviewing the grievance.
- c. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with a copy to the local Association within fifteen (15) working days.

### 4. Level Four- Impartial Arbitration

- a. If the aggrieved is not satisfied with the disposition of the grievance at level three, and if the Association believes that the grievance has merit, the Association shall within ten (10) working days of receipt of the Board's response, submit the grievance to arbitration by so notifying the Board in writing.
- b. The Chair of the Board and the President of the Association shall, within ten (10) working days after such 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) working days, the American Arbitration Association shall be called upon to utilize its procedures for the selection of an arbitrator.
- c. Arbitrations shall be disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement and are binding to either party. Both parties retain their rights under Title 26 MRSA 972.
- d. The American Arbitration Association filing fee as well as the arbitrator's fee shall be shared equally by the Association and the Board.
- e. The arbitrator shall, within thirty (30) days after the hearing is closed, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without

power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or to impose on any party a limitation or obligation not explicitly provided for in this Agreement.

### **ARTICLE 3**

#### **MEMBER RIGHTS**

A. Pursuant to the Municipal Public Employees Labor Relations Act Chapter 9A, Title 26 of Public Law, State of Maine, the Board of Directors of RSU No. 67 hereby adopts to follow the above public law. It is recognized that the members have the right to join, or not to join, the Association, but membership in the Education Association shall not be a prerequisite for employment or continuation of employment to any member.

B. Members shall only be dismissed, suspended or disciplined in writing for just cause. Continuing contract members shall be entitled to a written statement of reasons if dismissed or suspended. Only continuing contract members who are not renewed shall be entitled to a Board hearing and statement of reasons, in accordance with Title 20-A, M.R.S.A Section 13201, Chapter 503.

C. Whenever any member is required to appear before the School Board for possible dismissal or suspension by the Board, the member shall be given prior written notice for the reasons for such meeting or interview at least five (5) working days in advance. Representatives of the Association may be in attendance at such meeting. (Refer to Article 2.E.I. regarding Association representatives.)

D. Upon written request, a member shall have the right to review the contents of his/her personnel file at any time and to have a representative of the Association assist in such a review.

E. Any formal written complaint made against a member to the administration shall be brought to the attention of the member.

F. A member shall have the right to attach a written rebuttal to any subjective material, including evaluations, being placed in his/her file and grieve against the inclusion of any material which is procedurally or substantively incorrect. A member shall not have the right to grieve with respect to any subjective evaluations.

### **ARTICLE 4**

#### **REDUCTIONS IN FORCE**

Except in the case of probationary teachers who are not re-employed for the following school year, the selection of staff for layoff as a result of the elimination of any bargaining unit position(s) shall be made in accordance with the following terms:

A. Staff Reductions

1. The Board shall determine, in its sole discretion, the timing of and the number of positions to be eliminated.
2. If the Board is contemplating the elimination of any position filled by a member of the bargaining unit, it (or its designee) shall meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.
3. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
4. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt written notice of the positions to be eliminated.

B. Selection of Staff for Layoff

1. The following impact areas shall be used:

4 year old program – Grade 4

5-8 by subject area

9-12 by subject area

K-8 Specialist areas: Physical Education, Art, Music, Special Education

9-12 Specialist areas: Art, Music, Physical Education, Technology Education, Life Management Skills and Special Education

K-12 Guidance, Library and Nurse

The appropriate department category for a bargaining unit member will be the majority of time spent in a specific area. If a member leaves an above listed impact area for a specialty area (i.e. Alternative Education, Interventionist) their seniority shall be considered in the impact area that they left.

2. Criteria:

When a bargaining unit position is to be eliminated, the member to be terminated, within an impact area, shall be determined by the following criteria listed in alphabetical order (not by order of precedence):

Academic preparation (advanced degrees will be in the area of assignment)

Certification

Past teaching experience

Performance evaluations

Seniority - length of service

Teachers' Effectiveness Ratings pursuant to Ch. 508, once the ratings are implemented in RSU 67.

### 3. Seniority

a. Seniority shall be based upon continuous years of service (regardless of assignment) within the bargaining unit, from the most recent date of hire within the RSU No. 67 School District. When two or more members have the same length of continuous service in RSU No. 67, the member with the greatest total experience inside and/or outside the District shall be deemed to have the greatest seniority. Breaks in service and leaves of absences (excluding sabbaticals) shall not be included in the computation of seniority.

b. Part time members shall accrue seniority on a pro rata basis, based upon the teacher's full-time equivalent (FTE). Part time members shall be considered along with all other full time members in an impact area when a teaching position is eliminated. Provided, however, that in the event of the elimination of a part time member position a part time member whose contract would not otherwise be terminated may be required to choose between assuming a full time position and accepting a layoff.

### 4. Seniority List Preparation

The Superintendent shall annually post a seniority list by impact area. Members who teach/work in more than one impact area shall be listed within the impact area in which the member spends the majority of his/her time. The list shall be posted in each building and a copy shall be provided to the Association. The Association must notify the Superintendent of any alleged discrepancies in the list no later than ten (10) days after receipt of the list, otherwise the list shall be deemed accurate.

### 5. Rights Upon Layoff

Members who are laid off shall receive at least ninety calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the President of the Association.

### C. Recall

1. The Superintendent shall establish a recall list when members are in layoff status. The members shall be ranked by seniority in impact areas and shall be recalled in inverse order of layoff.
2. Employees shall remain on the recall list for two (2) years from date of severance. A teacher will have the right to refuse an opening in any impact area and still remain on the recall list. However, if a member refuses to be recalled to the position from which he/she was laid off, they will be removed from the recall list. It is the responsibility of the member to notify the Superintendent, in writing, with a current mailing address.
3. A member who was previously terminated due to a reduction in force, and accepts another assignment within RSU No. 67, relinquishes recall rights associated with the previously terminated position.

### D. Miscellaneous

1. Members whose positions have been eliminated due to a reduction in force shall be entitled to two (2) days leave of absence with pay for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in this Agreement.
2. A member who has been laid off shall be eligible to participate in group insurance plans in accordance with the provisions of COBRA.
3. All benefits to which a member was entitled at the time of layoff, including unused sick leave, sabbatical eligibility, and seniority shall be restored upon return to active employment.

## **ARTICLE 5** **TEACHER EVALUATION**

- A. A member's formal written performance evaluation will be done by the building principal, assistant principal, special education director, curriculum coordinator or Superintendent, at the sole discretion of the Board.
- B. All members shall be provided with the criteria by which members will be evaluated.
- C. When the Board is contemplating changes in performance guidelines/standards or the evaluation procedure, it shall notify the Association and, upon request, meet and consult. If new performance guidelines/standards or evaluation procedures are adopted by the Board, the Association may negotiate the impact of these new guidelines/standards.

**ARTICLE 6**  
**DAYS OF WORK, MEETINGS AND HOURS**

A. Work Year

1. The work year for members shall be no more than six (6) working days beyond the student year. If the normal total student plus member school year is extended beyond 181 complete days, any additional days worked shall be compensated at the member's per diem rate unless there are extenuating circumstances. In the event of extenuating circumstances, the parties shall negotiate the impact.

2. If the member's work year is reduced by a day or more, or a portion thereof, due to a loss of state subsidy, the member per diem salary shall be reduced proportionally.

3. The Board, through its Superintendent, shall meet and confer with the leaders of the local Association each year, prior to the adoption of the next year's calendar.

B. Member Meetings /Parent/Guardian/Learner-led Conferences

1. Notice for all departmental, grade level or full faculty meetings, by buildings, shall be given to the members involved at least one (1) day prior to the meeting except in an emergency. All such meetings shall begin not more than twenty (20) minutes after the close of the learner's day. There will be no more than eighteen (18) such meetings per year, each lasting no more than one (1) hour. Except under unusual circumstances or by mutual agreement between parties involved, no meeting will be scheduled prior to fifteen (15) minutes before the start of the member's normal workday.

2. Department meetings which are scheduled during a preparation period will count towards the eighteen (18) meetings total.

3. If parent conferences are planned for an individual building, or as a District-wide program, the planning and scheduling of the activity will be a joint process. In addition to the planning, a mutually agreed schedule will be determined between the District professional staff, individual school staff and the RSU No. 67 administration. Professional staff agreement will be determined by a majority of the individual professional staff announcing support for the proposal.

C. Work Day

The normal member workday shall begin fifteen (15) minutes prior to the student day and end fifteen (15) minutes after the end of the learner's day. Exceptions may be made by the building principal. Members may leave at the end of the student day on Fridays and days preceding holidays. In addition to normal learner days, members as professional persons shall need to work flexibly as the needs of the employment require. On early release days members shall be released no later than 2:30p.m.

D. Duty Free Lunch

Under normal circumstances teachers members shall have a twenty (20) minute duty-free lunch time.

E. Open Houses

Members shall be required to attend one (1) open house per year which will last no longer than two (2) hours.

F. Workshop Days

On workshop days, members shall have up to one (1) hour for lunch.

G. Extra Duties

Under normal circumstances, members shall not be expected to have more than two (2) duties that extend the normal work-day.

**ARTICLE 7**  
**LEAVES**

A. Sick Leave

Members shall receive fifteen (15) days sick leave days per year, accumulative to 155 days. Sick leave is defined as the inability to perform job responsibilities because of illness or disability.

B. Family Illness Leave

Whenever immediate family illness(es) require the member's presence, as the member feels necessary, of up to fifteen (15) days per year the absence will be treated the same as sick leave. Immediate family will be identified as spouse, son or daughter, mother or father. Immediate family status will also include grandparent, grandchild, or mother/father in-law living in the same household and under the member's direct care. Family illness leave will be deducted from the employee's available sick leave. If such leave extends beyond the fifteen (15) days per year, additional days may be granted upon the Superintendent's approval, provided the member gives written reason for catastrophic situations. The Superintendent's discretionary decision is not subject to grievance or arbitration.

C. Sick Leave Bank / Screening Committee

1. Purpose

A member who is unable to work because of a catastrophic medical injury or chronic illness and has exhausted his or her accumulated sick leave may apply to the Sick Leave Screening Committee for additional paid sick leave from the District. Guidelines regarding the usage of the days donated shall be the responsibility of the Sick Leave Screening Committee.

2. Application

Members desiring to apply for days from the sick bank must submit an application form and a physician's verification that the member's illness or injury qualifies as a catastrophic or chronic medical injury/illness. The required forms shall be developed by the Screening Committee and shall be available in the Superintendent's office.

3. Screening Committee

The Screening Committee shall be comprised of the Superintendent and the Association President. This committee shall decide whether or not to grant additional sick leave days and the number of days that shall be granted, if so decided. In the event of a tie vote, the request shall be denied.

4. Sick Bank Pool

a. When an application for additional sick leave days is received, the Screening Committee will solicit from members in the bargaining unit one (1) day per member to be donated to the pool. This pool will be limited to a maximum of twenty (20) days per year. Once the maximum of twenty (20) days has been used via this method, no further requests for additional sick days will be accepted for the remainder of the school year. In the event that sick days are donated to the bank but are not used, such unused days shall remain a part of the sick bank and will carry over to the next year. The intent of this carry over provision is not to increase the maximum number of sick bank days that can be utilized in a school year, but rather to minimize the need for the Association to repeatedly ask members to donate their sick days.

b. If the Screening Committee approves the request of a member to use additional days, and those days are available in the leave pool, the Screening Committee shall inform the Board of the number of days granted and the number of days remaining in the bank.

D. Personal Days

1. Members shall be granted two personal days per year. Members shall receive full pay for these personal days. Members shall be assessed two (2) days personal leave if they use one of these two days to extend a school vacation. (Thanksgiving, Christmas, February vacation, April vacation).

2. One additional personal day may be granted at the discretion of the Superintendent. At his or her sole discretion, the Superintendent may decide to (a) deny the request for such additional personal leave in whole or in part, (b) require the teacher to pay the cost of a substitute teacher for any day used, or (c) charge that member's available sick time for that year at a rate of two (2) sick days for the personal day granted.
3. With respect to the use of any personal days, the member shall notify the building principal or other immediate supervisor at least three (3) days in advance, except in case of an emergency.
4. In the event that a member does not use one or both personal days in a given year, the personal day/s shall be converted to sick day/s, which may be accumulated to 155 sick days consistent with Art. 7.A. However, in no event shall any member be permitted to accumulate in excess of 155 sick days.
5. The Association agrees to meet with the Superintendent following the close of the 2016-2017 academic year, to review the number of personal days that members took during the school year with the possibility of reopening the agreement to amend the personal day policy.

E. Jury Duty/Witness

Members shall be excused from their duties whenever called by courts as a witness or for jury duty. The District shall pay the difference between contracted daily salary and the amount received as a juror or witness, excluding per diem expenses, except when the member/member's Association is an opposing party to RSU No. 67, its Directors and/or Administration.

F. Bereavement /Compassion Leave

1. Members shall be granted leave of up to three (3) days without loss of salary in case of death of a member's spouse, 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 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, as defined in Article 7.8.

3. Additional compassion days may be granted on a case-by-case basis at the discretion of the 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.

5. Attendance at all other funerals must be approved by the building principal. In a special case when a large delegation wishes to attend a funeral, the needs of the District must be addressed and discretion be used to allow as many as possible to attend.

#### G. Sabbatical Leave

1. Consistent with 20-A M.R.S.A. section 13604, after seven (7) years of service with the Board, member may request a leave of absence, not to exceed one full year. If a sabbatical is granted by the Board, the rate of money received during such leave will be one-half (1/2) of the regular daily salary. This amount shall be based upon the above rate times the current salary in effect at the time of the leave request. District will pay one-half (1 1/2) of single subscriber insurance (whichever plan the employee is currently enrolled in). The member must present sabbatical plans in an application to the Superintendent at least three (3) months prior to starting the requested leave.
2. The provisions of Article 10 – Reimbursement of Courses shall not be applicable during a sabbatical leave.
3. If a leave is granted, the teacher member must return all monies received from RSU No. 67 during the leave if the following two requirements are not met:
  - a. Proof of successful completion of sabbatical program.
  - b. After the sabbatical, the member must return for two full school years. The member shall be placed on the salary schedule of the next level above that which he/she had previously completed.

#### H. Association Leave

1. Whenever a member is an elected officer in the MEA, NEA, he/she shall be granted leave time, if so requested, to serve in that capacity without loss of position and without pay (such leave limited to five (5) days yearly).
2. When a member is president of the local Association he/she shall be granted one legislative day, if requested, annually and the teacher to be paid the difference between that member's daily salary and that paid to the substitute teacher.

#### I. Adoption Leave

Upon formal approval of an adoption, a member may use up to ten (10) days of accumulated sick leave.

#### J. Other Leaves

1. Leaves of three (3) days up to one school year without pay may be granted at the discretion of the school board.

2. Temporary leave for up to one year from the date of commencement of the leave may be asked for reasons of childcare. The member shall be guaranteed the right of re-employment in the same or similar position, subject to RIF, but may re-enter the system only at the beginning of the first or second school semester, unless otherwise approved by the Board. The member shall notify the Superintendent's office, in writing, of the request for child care leave as soon as it is known. The member shall give written notice as soon as possible of intent to take such leave and shall indicate which semester he/she expects to return. In the interest of ensuring that adequate time is allowed for finding a substitute or replacement, members on child care leave shall notify the school department of their intentions to return to work at least eight (8) weeks prior to the end of their approved child care leave period. A member who fails to return to the employment at the end of the leave period as specified herein or as otherwise approved by the Board shall forfeit all claims to a teaching position in RSU No. 67 and be deemed to have resigned.
3. While on unpaid leave pursuant to this Article 7, a member may continue coverage under the various insurance plans provided the full cost is paid by the teacher during any part of the leave which is without pay. The insurance premiums shall be paid to the Superintendent's office by the first of the month. The member must notify the Superintendent five (5) days prior to returning to work.

K. Return to Work Program

1. The Board reserves the right to implement and make available a Return to Work program for those ill or injured members who condition substantially limits their capacity to perform the essential functions of their job and educate members about the purpose of this program.
2. An ill or injured member may return to work or enter the Return to Work program only after the district's physician has determined that the employee is able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the district would result. The member shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The district shall pay for the cost of its physician; the employee will bear the cost of his or her physician; and the cost of the impartial physician shall be borne equally by the parties.
3. Insurance benefits shall be continued, provided the member makes timely payments of his or her share of the premiums, until the member's employment is terminated. The employee member's share of the premium must be received in the Superintendent's Office no later than the first of each month during the period for which the employee member is eligible to be covered. If the member fails to pay his or her health insurance premium by the first of each month, the employer's responsibility for health insurance coverage for the member shall cease thirty (30) days from that date. The employer shall notify the member of the loss of insurance at this time.

2. The District may terminate any ill or injured member:

a. Who refuses to participate in a Return to Work program despite having received medical clearance to do so.

b. Who has failed to return to his/her regular work position, modified or otherwise, for a period not to exceed two (2) years from the date of illness or injury. This two (2) year period shall be extended for a period not to exceed twelve (12) months:

(1) If the member is participating in a return to work program; OR

(2) Provided there is written agreement between the member's attending physician and the District's physician that the member's prognosis for return is probable; OR

(3) While the member has a pending application or appeal for disability under the Maine Public Employees Retirement System.

The intent of this section is that the absence of an member due to illness or injury shall not exceed three (3) years from the date of the illness or injury.

c. Upon written certification from the member's attending physician that there no longer exists an expectation that the member shall be able to return to his/her regular position. Upon receipt of this certificate, the member must file for disability benefits within 30 days. The member shall not be terminated while he/she has a pending application or appeal for disability under the Maine Public Employees Retirement System.

d. Upon termination, the member shall be issued a COBRA form.

3. The member shall receive at least twenty (20) calendar days' notice of the District's intention to terminate the member, except in any instance in which the member refuses, despite medical clearance, to participate in the return to work program.

4. Members who are discharged under this provision shall continue to retain the following reinstatement rights for a period of twelve (12) months from the discharge date:

a. The member shall be entitled, upon request, to reinstatement to the member's former position if the position is available and suitable to the physical condition. If the member's former position is not available or suitable, the member shall be entitled, upon request, to reinstatement to any other position suitable to the member's physical condition.

b. The member shall be entitled to reinstatement of seniority within his or her classification, and to the other benefits and terms of employment provided for in this

Agreement. No benefits or seniority shall, however, accrue during any period between the date of discharge and the date of the employee's reinstatement.

## **ARTICLE 8**

### **MEMBER EMPLOYMENT**

A. As soon as determined, all members shall be given written notice of their salary schedules, class and/or subject assignments and building location for the forthcoming year. Members shall be re-notified if any additional changes are made.

B. Members who desire a change in grade and/or subject assignment shall annually file a written request to this effect with the Superintendent.

C. All vacancies occurring during the school year shall be published by the Superintendent through the Building Principals by posting in all District schools. Members who apply for vacancies shall submit their application in writing to the Superintendent of Schools. Members' current applications, along with any other applications, shall be considered when filling vacancies. If a member is interested in being considered for specific vacancies which occur during the non-school year, he/she will leave an application for those vacancies with the Superintendent of Schools.

D. All extracurricular vacancies occurring during the school year shall be published by the Superintendent through the Building Principal by posting in all District schools. Members who apply for extra-curricular vacancies shall submit their application in writing to the Building Principal. The application will then be forwarded to the Athletic Director, Superintendent and Board of Directors, or, as Board policy requires. Members' current applications, along with any other applications will be considered when filling the vacancy.

## **ARTICLE 9**

### **NON-TEACHING DUTIES**

A. If a member, when asked by the Building Principal, uses his/her vehicle, the member shall be compensated at the Maine mileage reimbursement rate per mile.

B. Reimbursements for all duties and travel as covered in this contract shall be made within ten (10) working days of the member notification of such to the Superintendent, or as soon as financially possible.

C. Whenever a member is employed to perform a duty that has been identified as a compensated duty, that member shall be compensated at the rate of \$20.00 per hour.

**ARTICLE 10**  
**SALARIES AND OTHER COMPENSATIONS**

A. Salary /Deductions from Salary

1. The salaries of all certified professional employees covered by this Agreement for the 2016-2017, 2017-2018 and 2018-2019 contract years are set forth in the Salary Schedule set forth in Schedule A, which is attached hereto and made a part hereof.
2. The annual salaries of personnel covered under this Agreement shall be paid in twenty- six (26) equal, or near equal, installments. Employees retiring, or leaving the system, may apply to receive their "summer pay" in one lump sum. If granted, payroll deductions shall be made from this check for retirement and other authorized deductions through August 31. All member's paychecks (regular and supplemental including stipend) shall be directly deposited to a financial institution selected by the member provided wire transfers are available. Electronic notification of any direct deposit shall be provided to the member's school email account.
3. Any granted absences without pay shall be handled in the following manner: The member's daily pay deduction shall be calculated by dividing their annual salary by 181.
4. For absence for sickness beyond granted sick leave, the amount of salary deduction in cases of unauthorized absences shall be calculated by dividing the member's annual salary by 181.
5. Salary and benefits for any part-time teacher shall be prorated to reflect the member's full- time equivalent (FTE).

B. Compensation for Extra-Curricular Positions

Salary for extra-curricular positions shall be determined by Schedule B.

C. Reimbursement of Courses

1. For courses taken between July 1 and June 30, requests for reimbursements must be submitted in that same fiscal year.
2. Applications for courses or educational activities must be presented to the RSU No. 67 support system for approval of credits prior to starting the course or activity. If credits are approved by the support system, the application for reimbursement of expenses incurred while involved with the course or activity shall be forwarded to the Superintendent for consideration of reimbursement. No reimbursement shall be considered without credit approval. from the RSU No. 67 support system. Approval shall be denied where the proposed course is not likely to enhance the teacher's ability to improve learner performance or where the course is being offered by a non-accredited institution.
3. Credit shall be based on the number of contact hours involved with the activity.

(45 hours = 3 credits) 1 credit = 1.5 CEU's. Reimbursement shall be limited to nine (9) credits (135 CEU's) per year, CEU reimbursement shall be pro-rated based on per credit hour payment. Courses and activities will not receive reimbursement for which the member receives other financial benefits such as scholarships, VA or National Science Foundation. The District shall pay the difference between the amount received from other financial benefits and the reimbursable amount allowed under Section six (6) below.

4. When an institution and the District have a third-party billing agreement, an employee may elect to participate. If a member chooses to participate, the employee must sign and agree to meet all requirements stated on the third-party billing form.

5. A transcript, program narrative, or other acceptable evidence of successful completion shall be presented to the support system upon completion of the course or educational activity for final approval of credits. Successful completion for the purpose of this provision shall be interpreted to mean a passing grade of "B" or above, or "Pass" in a Pass/Fail situation. Upon approval of credits by the support system, reimbursement can be requested from the Superintendent.

6. Members must be in service and under contract in RSU No. 67 to be eligible for payment. If once paid by any other school system, they are ineligible for payment by RSU No. 67. Any member reimbursed during the contractual year (on courses completed in the spring semester or summer session of that year) who fails to return to RSU No. 67 the following year, the amount of reimbursement shall be deducted from the member's salary.

A. If a course or activity is approved for credit by the support system and for reimbursement by the Superintendent, the reimbursement shall not exceed the actual cost of tuition at the University of Maine, Orono, per credit hour rate, the actual cost of course fees incurred by members, and the actual cost of required, course-related books (cost of books not to exceed \$100.00 per course). (Note: Members currently in 2013-2016 contract and enrolled in non-UMO degree programs shall be grandfathered to allow them to complete their studies in their current program.)

B. Provided, however, that where the Superintendent requires a member to take one or more courses pursuant to a mandatory action or performance improvement plan, RSU No. 67 shall be responsible for the following vouchered expenses: (a) the course tuition; (b) registration and/or lab fees; (c) required textbooks; (d) expenses incurred in the completion of the activity or course (for materials); and (e) travel at the IRS Maine per mile reimbursement rate, for mileage outside the limits of RSU No. 67. Reimbursement shall not be made for time incurred while involved with the activity.

7. Reimbursements for such courses or activities that meet the above requirements shall be made within one (1) month of receipt of transcripts at the Superintendent's office, or as soon as financially possible.

8. Learning Assessment Credits. A member shall earn one (1) credit hour or 1.5 C.E.U. credits for each fifteen (15) hours performing his/her local learning assessment assigned work in accordance with Chapter 115. The local Certification Committee shall be responsible for determining the number of credit hours or C.E.U. credits earned.

D. Health Insurance

The RSU No. 67 Board shall provide to members health insurance coverage under the following conditions:

1. The Board shall pay the following percentages towards all coverage levels (full family, two person, and adult with children, single) of the District's MEA Choice Plus Blue Cross Blue Shield plan:

a. For all bargaining unit members eligible for health insurance, the Board shall contribute 80% towards the cost of the Choice Plus premium, subject to a maximum of a 5% increase in the premium. That is, in the event of an insurance premium increase, the Board will continue to pay premiums based on an 80/20 share limit up to a premium increase of 5%. Members shall be responsible for 20% of the cost of the insurance premium up to the 5% cap, and shall be responsible for 100% of the cost of the insurance premium above the cap.

2. Employees who wish to select the MEA Standard Plan may do so, with the express understanding that the Board shall not be responsible for any portion of the increased premium. Members who opt for the Standard Plan shall assume 100% of the difference between the Board's contribution for Choice Plus coverage and the cost of the Standard Plan.

E. Retirement

Any member who has served a minimum of twenty (20) years and has indicated in writing that he/she is to retire shall receive a single payment as follows:

<u>Minimum Completed Years in District</u>	<u>One Time Contractual Payment at End of School Year in Which Retiring</u>
20 years	Up to 24 days accumulated Unused sick leave
25 years	Up to 29 days accumulated unused sick leave
More than 25 years	Up to 30 days accumulated unused sick leave

**ARTICLE 11**  
**DUES- DEDUCTIONS FROM SALARY**

A. The Board agrees that equal or near equal installments shall be deducted from members salaries money for Association dues as said teachers individually and voluntarily authorize these deductions the Board to deduct and to transmit the monies to the Maine Teachers' Association. The RSU No. 67 Education Association shall certify to the Board, in writing, the current rate of membership for each member and written authorization from those teachers wanting deductions. In the event any association changes the rate of its membership dues, the RSU No. 67 Education Association shall give the Board sixty (60) days advanced notice prior to the effective date of such change.

B. The Association shall indemnify and save the Board harmless against all claims and lawsuits that may arise by reason of any action taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

**ARTICLE 12**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of it's signing for members of the bargaining unit and this Agreement shall expire on June 30, 2019. If Maine legislation changes the mandatory base salary of members, the Board and the Association agree to reopen Schedule A.

**ARTICLE 13**  
MANAGEMENT RIGHTS

The Board retains all rights and authority to manage and direct its employees and its operations, except as otherwise specifically provided in this Agreement.

**ARTICLE 14**  
SAVINGS CLAUSE

If at any time in this Agreement any provision is determined to be contrary to law or which may be found to be beyond the authority of the Board to enter into either by legislative act or by court decree is immediately declared null and void. The nullification of any part of this Agreement by such action shall not nullify other sections.

FOR THE RSU NO. 67  
BOARD OF DIRECTORS

FOR THE RSU NO. 67  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Association Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Secretary/Superintendent

\_\_\_\_\_  
Date

SCHEDULE A- SALARY SCHEDULE

A. It is the responsibility of the employee to provide documentation of degree change to the Superintendent of Schools. Notice of possible degree status changes must be received in the Superintendent's office, in writing, prior to May 1st. All salary adjustments will take effect starting with the initial payroll of the upcoming teacher contract year.

B. The salary schedule for the 2017-2019 contract years is set out below.

	BA	MA	CAS	
0	\$32,900	\$34,400	\$36,400	
1	\$33,630	\$35,137	\$37,145	
2	\$34,376	\$35,889	\$37,905	
3	\$35,139	\$36,657	\$38,680	
4	\$35,919	\$37,442	\$39,472	
5	\$36,715	\$38,244	\$40,280	
6	\$37,530	\$39,063	\$41,104	
7	\$38,363	\$39,900	\$41,945	
8	\$39,214	\$40,754	\$42,803	
9	\$40,084	\$41,627	\$43,679	
10	\$40,973	\$42,518	\$44,573	
11	\$41,882	\$43,428	\$45,485	
12	\$42,812	\$44,358	\$46,416	
13	\$43,762	\$45,308	\$47,365	
14	\$44,733	\$46,278	\$48,335	
15	\$45,725	\$47,269	\$49,324	
16	\$46,740	\$48,282	\$50,333	
17	\$47,777	\$49,315	\$51,363	
18	\$48,837	\$50,371	\$52,414	
19	\$49,920	\$51,450	\$53,486	
20	\$51,028	\$52,552	\$54,581	
21	\$52,160	\$53,677	\$55,697	
22	\$53,317	\$54,826	\$56,837	
23	\$55,500	\$57,000	\$59,000	
2017-18	\$56,500	\$58,000	\$60,000	Level 23
2018-19	\$57,500	\$59,000	\$61,000	Level 23

## SCHEDULE B

### INTER/INTRAMURAL/CO-CURRICULAR SCHEDULE

Inter/intramural/co-curricular stipends are intended for those activities whose majority of time is outside of the normal school day.

Schedule B activities will be based upon a percentage of the Schedule A base salary.

Request for new intermural or co-curricular activity to be placed on Schedule B shall be reviewed and sanctioned by a placement committee. Committee will consist of:

Superintendent of Schools  
Chief negotiator (Education Association)  
President (Education Association)  
Athletic Director  
Principal from MA and MJHS

#### A. Intermural Activities

##### 1. Experience

High School Head Coach- \$100.00 per year experience (at high school level) with a cap of \$1,000.00.

High School Assistant Coach- \$50.00 per year experience (at high school or junior high level) with a cap of \$750.00.

Junior High School Head Coach- \$75.00 per year experience with a cap of \$750.00.

Junior High School Assistant Coach- \$50.00 per year experience with a cap of \$500.00.

#### NOTES:

1. Each documented assignment (yellow sheet) equals one year of experience in that activity only.
2. Experience shall only be considered for Intermural activities.
3. Post Season Play: Stipend for post season/playoff shall be determined by dividing number of weeks of regular season into the total amount of present stipend for that particular activity.
4. A master list of these activities shall be included at the end of this section.

B. Intramural Activities

1. Other activities not listed as Schedule B shall be titled “intramurals”. These activities shall be at the discretion of the building principal. They must meet one or more of the following in order to be considered an intramural activity:

Activity is open to all students – no elimination  
Non-interscholastic  
Minimal number of practices/preparation  
Short-term activity (normally between 1-30 hours)  
Recreational in nature  
Worthwhile use of leisure time  
Similar in characteristics to an existing intramural activity

2. Intramural activities will be paid at a rate of \$20.00 per hour.

C. Co-curricular Activities

1. These activities take place outside of the normal school day but usually compliment, in some way, the academic curriculum.

NOTE:

1. A master list of these activities shall be included at the end of this section.

Intermural Activities:

<u>High School</u>	<u>% of Base</u>	<u>High School Assistant Coaches</u>	<u>% of Base</u>
Football	9	JV Basketball-Boys	6
Varsity Basketball-Boys	8	JV Basketball-Girls	6
Varsity Basketball-Girls	8	JV Baseball	6
Soccer-Boys	7	JV Softball	6
Soccer-Girls	7	Assistant Varsity Football (2)	6
Varsity Baseball	7	Assistant Soccer-Boys	5
Varsity Softball	7	Assistant Soccer-Girls	5
Field Hockey	7	Assistant Indoor Track	5
Tennis	7	Assistant Track	5
Cross-Country	7	Assistant Skiing	5
Indoor Track	7		
Track	7		
Golf	7		
Wrestling	7		
Skiing	7		
Winter Cheering	7		

<u>Jr. High Head Coaches</u>	<u>% of Base</u>	<u>Jr. High Assistant Coaches</u>	<u>% of Base</u>
Football	6	Assistant Football	4
Soccer-Boys	6	Assistant Cross-Country	4
Soccer-Girls	6	Basketball-B Boys	4.5
Basketball-A Boys	6	Basketball-B Girls	4.5
Basketball- A Girls	6	Baseball-B	4.5
Baseball-A	6	Softball-B	4.5
Softball-A	6	Assistant Track (2)	4
Cross-Country	6	Assistant Wrestling	4
Field Hockey	6		
Track	6		
Cheering	6		
Wrestling	6		

Co-curricular Activities:

MJHS Yearbook Advisor	\$2,600
MA Yearbook Advisor	\$5,000
Senior Class Advisor	\$2,800
Senior Play	\$2,400
Math Team	\$1,500
NHS	\$1,300
Musical - Assistant	\$1,800
Musical - Head	\$2,200
Pep Band	\$1,500
Student Council	\$900
MJHS Head Ski Instructor	\$2,700
MJHS Assistant Ski Inst. (2)	\$20.00 per/hr.