

COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE

**THE ELLSWORTH SCHOOL
DEPARTMENT**

AND

**THE ELLSWORTH EDUCATION
ASSOCIATION**

-SPECIALTY UNIT-

FOR

SEPTEMBER 1, 2022 – AUGUST 31, 2025

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ARTICLE I

DEFINITIONS

The following words shall have the meanings indicated below, except when the context in which they are used clearly requires another meaning, and/or except when otherwise specifically indicated:

ADMINISTRATION - The Superintendent, any BA, Directors of Curriculum and Assessment, Adult Education, Special Education, and Guidance, or any other person whom the Superintendent designates to act for him/her in any particular situation or class of situations.

BA- Building Administrator- any ESD Building Principal, Clinical Supervisor and/or the Director of Hancock County Technical Center (HCTC), or any other person who the Superintendent designates to act for him/her in any particular situation or class of situations.

CAS - Certificate of Advanced Studies.

DAYS- Working school days

EEA - The Ellsworth Education Association

ESB - The Ellsworth School Board.

ESD - The Ellsworth School Department

MDOE- Maine Department of Education

MEA/NEA- Maine Education Association/National Education Association.

PER DIEM- The specialist contract salary divided by the number of contract days.

SUPERINTENDENT- The Superintendent of Schools of the ESD or any other person whom the Superintendent designates to act for him/her in any particular situation or class of actions.

ARTICLE II

RECOGNITION

The ESB recognizes the EEA, an affiliate of MEA/NEA, as the sole and exclusive bargaining agent for all Specialty positions. A Specialist is defined as Social Worker (LCPC, LCSW), 504 Case Manager, Physical Therapist, Occupational Therapist, Special Education Consultant, Registered Nurse and is not a temporary, seasonal, or on-call employee.

ARTICLE III

CALENDAR, HOURS, ASSIGNMENTS, REASSIGNMENTS, SALARY PAYMENT

Length of-School Year, work week, work expectations and Caseload

- A.
1. The length of the work year shall not exceed one hundred eighty-three (183) days.
 2. Specialists may be requested to perform summer work for specified staff development purposes. Any employee agreeing to work additional days will be paid at their per diem rate. Per diem rate of pay will be calculated based upon length of work year.
 3. The ESB will meet and consult with regard to the school calendar for the subsequent school year.
- B. The work year for employees will begin no earlier than one week before the start of the school year. All unused storm days shall be dropped from the calendar near the end of the year,
- C. Except for extenuating circumstances, employees shall have a paid thirty (30) minute duty-free lunch period based on a weekly average.
- D. As professionals, specialists shall devote to their assignment the time necessary to meet their responsibilities. It is agreed that the specialist's usual work day shall consist of the student day. Specialists will not be required to attend staff meetings except that it is understood that social workers and 504 Case managers are expected to attend staff meetings in their buildings. If a need arises that would require their attendance, the Immediate Supervisor and employee shall meet and discuss the requested attendance. A nurse's normal work day shall be Monday through Friday and an eight (8) hour work day with the start and end of the day adjusted to meet the needs of students. Any nurse called/consulted outside of the normal work day/week shall be automatically paid for a minimum of 2 hours at a rate of time and ½ hours. Any additional time shall be compensated.
- E. Prep and Planning:
Specialist who do not receive at least 150 minutes for planning, charting, documenting and developing programs for students needs per week free of other assignments or

activities shall each receive one-fifth (1/5) his/her per diem rate for each 30 minutes, or portion thereof, that his/her planning time is reduced by, for the additional preparation and planning which will have to be performed outside the normal day. The parties agree no duties will be assigned to specialists during the student day except in extenuating circumstances.

F. Student Caseload

The parties agree to Labor-management meetings as needed. The meetings will discuss staff and management concerns, health and safety issues, supplies etc. The Superintendent will create a google doc agenda, to be shared with the Association. Each party can add agenda items to the list up to 24 hours before each scheduled meeting.

G. Sub Pool List

Due to the anticipated increase demand for specialist services/enrollment. The district agrees to establish a qualified sub list for each specialist job category.

H. Annual salaries shall normally be paid in twenty-six (26) installments. The Superintendent's Office must be notified no later than May 1 if a lump-sum payment for installments scheduled over summer vacation is desired. Justifiable emergency requests occurring after May 1 will be honored when budget constraints allow.

Full time nurses, with the ESD, shall receive pay during days school is not in session.

I. Notification of Employment Status

Upon completion of the two year probationary term, Employees shall be notified in writing by the Superintendent of his/her assignment for the ensuing year by May 14th.

ARTICLE IV

EVALUATION

All evaluations shall be conducted by the appropriate supervisor.

All monitoring and/or observation of the work and/or performance of an employee shall be conducted openly and with the knowledge of the specialist. Evaluation tools/rubric will be developed between the employee and their immediate supervisor. This provision does not limit the evaluator to include as part of a written evaluation report, observations of work or activities of the employee resulting from normal day to day interactions and operations.

ARTICLE V

INSURANCE

- A. For the term of this Agreement, the ESB agrees to contribute for the benefit of each employee desiring coverage 100% of the MEA Benefits Trust's Choice Plus health plan for Single Person. The District agrees to pay 80% of the MEA Benefits Trust's Choice plus health plan for Two Person, Adult with Child or Full Family coverage. The ESB shall not be responsible for any changes in benefits, program changes, or administrative cost changes made by the insurance vendor.
- B. An employee may elect to participate in the MEA Standard health plan and shall pay the difference in the monthly cost. An employee may elect to participate in the Standard 500 or Standard 1000 health plan at no additional cost to the ESD.
- C. The employer of an Ellsworth employee spouse, who wishes to pay the difference between either "Family and Adult Plus Child (ren)", or "Two Person" and "Single" coverage, may do so at the ESB's discretion, whose decision is final and not grievable.
- D. Notwithstanding the above, the following exceptions shall apply:
 - 1. Employees married to each other will receive only one plan which meets their needs, except as provided below.
 - 2. The spouse of an employee shall be eligible for coverage by the ESB only if the spouse is not eligible for health insurance coverage through his/her employer. If the spouse of an employee is eligible for health insurance coverage through his/her employer, then one of the following shall apply:
 - a. If the spouse is eligible for health insurance coverage (whether through direct premium payment, cafeteria plan benefits, cash allowance or otherwise) at no cost, the maximum health insurance premium paid by the ESB to which an employee shall be entitled shall be the applicable adult with child or children premium.
 - b. If the spouse is eligible for health insurance coverage through his/her employer as set forth above but must pay a portion of the cost of said insurance in order to obtain it, the maximum health insurance premium to which an employee shall be entitled shall be the applicable adult with child or children premium. The ESD shall, in addition, reimburse the employee for that portion of the health insurance coverage for his or her spouse required to be paid by the spouse. However, any such reimbursements shall be made only upon presentation, within ninety (90) days after the premium cost is incurred by the spouse, of a properly authenticated receipt substantiating that payment has been made. The yearly increase in reimbursement shall not exceed the percentage increase

in the ESD's contribution to a two-person or family plan as provided in Section A above except that the employee's total contribution toward health insurance shall not exceed the amount the employee would contribute if the employee's spouse were covered by the ESD's health insurance plan.

3. To implement the provisions of paragraph D.2 above, as a precondition to receiving any paid health insurance premium for his or her spouse, an employee shall file a certificate with the Superintendent detailing spousal health insurance benefits, and shall provide the Superintendent with timely notification of such changes. Any payments for spousal health insurance found to be improperly made shall be deducted from the employee's next pay check.
4. Exceptions will be made for substantially substandard policies upon mutual agreement.
5. In consideration of realizing reduced costs to the ESD and its employees, the ESD may exercise discretion in considering other payment models where the spouse of an employee is eligible for coverage through their employer or if the employee is eligible for coverage through his/her spouse's employer only if the maximum ESD contribution towards premiums does not exceed the maximum ESD contribution to the ESD family plan. In order to be considered under this Section, both the ESD and the employee must realize costs lower than the costs realized if the provisions of Section D.2.b are applied.

Plans shall be reviewed annually to determine if both the ESD and the employee are realizing costs lower than those realized if the provisions of Section D.2.b are followed. If either the ESD or the employee have costs higher than they would realize if their insurance payment arrangement was made under the provisions of Section D.2.b, the payment arrangement will automatically revert to the provisions of D.2.b.

Decisions made under this section shall not be precedent setting. The decision of the ESD is final and not grievable.

6. If a married couple is employed by the ESD and elects to participate in the ESD's health insurance program, the married couple shall receive 100% of the premium paid by the ESD for which they are eligible under the Choice Plus health care plan.
- E. Employees who opt out of or decline ESD health insurance coverage and are not eligible for the cash in lieu of provision shall provide the following:
1. Written attestation that the employee has declined the ESD's coverage
 2. Written evidence that the employee and all other individuals with whom the employee reasonably expects to claim a personal tax exemption for the

taxable year(s) that begin or end with the employer's health plan year have or will have minimum essential coverage (other than coverage in the individual market) during the period of coverage.

- F. An employee who does not take any insurance benefit provided by the ESB will be eligible for an annual payment in lieu of an ESB contribution towards health insurance coverage of \$3,000.

An employee who opt to receive the annual payment in lieu of an ESB contribution towards health insurance coverage shall provide the following:

1. Written attestation that the employee has declined the ESD's coverage;
2. Written evidence that the employee and all other individuals with whom the employee reasonably expects to claim a personal tax exemption for the taxable year(s) that begin or end with the employer's health plan year to which the cash in lieu payment applies, have or will have minimum essential coverage (other than coverage in the individual market) during the period of coverage to which the cash in lieu of payment applies; and
3. Written acknowledgement that the cash in lieu of payment will not be made to any employee if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have (or will not have) the required alternative coverage

G. Pre Tax Program

Any employee contribution to health and/or dental insurance premiums shall be on a pretax basis pursuant to the rules and regulations of the Internal Revenue Service (IRS).

- H. An employee may elect to participate in domestic partner coverage, if offered by the health insurance carrier, and shall pay any additional cost required. To the extent permitted under the ESD's pre-tax program and pursuant to IRS's rules and regulations, any employee contribution may, if authorized in writing by the specialist, be done on a pre-tax basis.

I. Dental Insurance

An employee may elect at his/her expense to participate in the dental insurance as offered by the ESD.

ARTICLE VI

LEAVES

A. Sick Leave

1. At the beginning of each contract year, all employees employed shall be entitled to fifteen (15) paid sick leave days each school year accumulating from year to year to an amount not to exceed one hundred-sixty (160) days. If an employee has the maximum of one hundred-sixty (160) sick leave days accumulated, the fifteen

(15) sick leave days will be added at the beginning of the contract year for use during the current school year only.

2. Said leave may be used for sickness or disability of the employee or member of the immediate family or qualifying FMLA use. Employees entering or leaving the system during the school year shall have their leave prorated.

B. Personal Leave

A total of three (3) days with pay may be taken for personal leave. An employee may use personal leave at their discretion in accordance with below Earned Paid Leave:

1. Earned Paid Leave

- a. Employees may use the first forty (40) hours of any leave in each contract year in increments of (1) hour. Thus, the first 40 hours of leave for which an employee is eligible and takes during a contract year for any purpose as permitted by the collective bargaining agreement—sick, personal, emergency, professional days, bereavement, etc.—can be taken in increments of one hour and will count towards the 40 hours provided by the Earned Paid Leave law;
 - b. To ensure that the three (3) days of personal business leave in Article X.B can be applied toward the 40 total hours of earned paid leave, the Board will waive the existing contractual restrictions on the qualifying purposes or reasons for personal leave. Thus, while this law is in effect, personal leave can be used for any reason. However, so as to avoid burdening school operations the parties agree as follows:
 - i. Planned personal leave (i.e., non-emergency leave) must be requested at least three (3) business days in advance of the proposed absence;
 - ii. Employees should continue to work to avoid scheduling planned absences on days before or after holidays or vacations and it is understood that leave requests will be granted on a first come first served basis;
2. In limited circumstances, the Superintendent may grant additional personal leave days for emergency purposes in order to comply with 26 M.R.S.A. §637. Said days shall be deducted from sick leave, if available;
 3. Employees who request paid leave for emergency purposes shall be required to provide a general description of the purpose of the leave and may be required to provide appropriate documentation demonstrating the necessity of using leave when absent for more than three (3) consecutive days;

4. The Parties recognize that, pursuant to 26 M.R.S.A. §637(7), the Maine Department of Labor has the exclusive authority to enforce the requirements of the new law, which are otherwise not subject to the grievance procedure; and
5. In the event that the Legislature and/or the Maine Department of Labor determines that 26 M.R.S.A. §637 should not/does not apply to public school units or is repealed, this Article shall expire on its own accord at that time.

All requests must be submitted in writing using the attached ESD prescribed form at least three days in advance of the intended leave. Any remainder leave time will be cashed out at the end of each school year.

- C. An employee who is unable to work because of personal illness or disability (parental leave) and who has exhausted all leave under Section A may be granted a leave of absence without pay except as provided under the Family and Medical Leave Act for the duration of such illness or disability up to one (1) year.
Additional leave may be requested by the employee of the ESB.
- D. Sick Leave Bank
 1. The Board and Association agree to form a committee made up of Association, ESB and Superintendent's office to research and develop a comprehensive sick bank to be implemented beginning the 2023-2024 school year.
- E. The Board shall provide workers' compensation coverage for all employees. In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his or her accumulated sick leave the difference between the amount of his or her regular pay and the amount that he or she receives pursuant to Workers' Compensation. This difference shall be charged on a pro rata basis to the employee's accumulated sick leave and will cease when said employee's accumulated sick leave is exhausted. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.
- F. Time necessary for the appearance in any legal proceeding requested by the ESD shall not be charged to leave days. Any employee called for jury duty shall have deducted from his/her salary the amount of remuneration said employee received from said duty. Other benefits shall not be affected.
- G. Bereavement and Funeral Leave
 1. Bereavement Leave

Up to ten (10) days of bereavement leave per occurrence will be authorized for death in the immediate family (immediate household or a member of the family (spouse, parents, grandparents, brothers, sisters, foster children, children of household residents, Whether in-law or step-relationships, grandchildren).

Additional days may be granted with approval of the Superintendent, whose decision is final and not subject to the grievance procedure.

2. Funeral Leave

Up to two (2) days per occurrence for funeral leave will be authorized. Funeral leave means other relatives or very close friends. Additional days may be granted with approval of the Superintendent, whose decision is final and not subject to the grievance procedure.

H. On the recommendation of the Superintendent, the ESB may grant employees with seven (7) or more continuous years of service in the ESD up to one year's sabbatical leave for the purpose of enhancing the employee's value to the ESD.

1. An employee on sabbatical leave shall receive a stipend equal to one-half (1/2) his/her contract salary for the approved leave period, with half benefits.
2. Sabbatical leave shall not be granted unless a request for such leave has been received in writing by the Superintendent on or before December 1 of the year preceding the school year in which the employee anticipates being on such leave (see APPENDIX E).
3. The ESB requires any employee, following a sabbatical leave, to return to the ESD for a period of two (2) years, provided that the employee is physically able. Any employee failing to meet this ESB requirement shall pay the ESD the complete amount of the sabbatical stipend that he/she had received.

I. Parental Leave

Disability resulting from pregnancy or childbirth shall be treated like any other disability or illness for the purpose of sick leave. Leaves granted pursuant to these provisions shall be coordinated with the Family Medical Leave Act (FMLA) to the extent allowable by law. Up to twelve (12) weeks of paid parental leave may be taken by the employee with the days from the date of birth being paid from accumulated sick leave days if available. If a physician certifies that the employee is medically unable to return to work at the end of the twelve (12) week period, then each additional medically certified leave day will be treated as sick leave and paid from accumulated sick leave days. Other days related to this leave are categorized as leave without pay.

An employee may request up to 12 months of parental leave with paid leave coming from the employee's sick leave if available.

J. The Association shall be granted two (2) days total each year for the conduct of Association business. The President of the Association shall notify the Building Administrator of the day or days to be utilized under this section and the person or persons who will be utilizing such day(s). Association days utilized under this section shall be with pay.

An employee who has the opportunity to serve as the MEA President may be granted up to a one (1) year leave of absence without pay at the discretion of the Board. The employee shall notify the Board of intent to serve in this capacity in writing. An employee who is on leave under this section will not be advanced on the salary scale or seniority list during the period of leave, will retain eligibility for sabbatical leave, and will be guaranteed the right of re-employment in the same or similar position. Only one person will be permitted this leave in any one year.

K. Military Leave

An employee who is called into temporary active military duty or who must meet an obligation of the United States Reserves or the State of Maine National Guard that cannot be fulfilled on days when school is not in session shall be granted leave in accordance with Maine State Law.

- L. For each day beyond granted leave days, the employee's pay will be reduced by the number of days for that work year (1/183) of the employee's contract salary.
- M. Any employee investigated and found to be misusing granted leave days shall forfeit one and one-half (1.5) days pay for each day of misuse and shall be subject to further discipline, non-renewal or dismissal if misuse continues.
- N. Additional leaves of absence without pay may be granted by the Superintendent whose decision is final and not grievable. Granting of leaves under this section shall not be precedent setting.
- O. Additional leaves of absence with or without pay may be granted by the ESB, whose decision is final and not grievable. Granting of these leaves shall not be precedent setting.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

- A.
1. Program leading to an advanced degree in the field of study.
 - a. Upon prior approval by the Superintendent, the employee will be assisted by an amount not to exceed the University of New England course credit rate for a Masters' Degree in Ge for actual cost of tuition and registration per three (3) credit hour course. Employee seeking an Advanced Degree in another program shall be responsible for the additional costs, including any other fees. The advanced degree must relate to the employee's current assignment, to an assignment that the administration has asked the employee to assume or to a field directly related to an advanced education degree.

- b. If approved, the maximum number of credit hours shall not exceed twelve (12) credit hours in any one fiscal year (including summer). The fiscal year is defined as the period July 1 – June 30.
 2. Courses taken for certification or recertification only
 - a. The cost of tuition in an amount not to exceed the University of New England online course credit rate for a Masters' Degree in General Education per three (3) credit course. Employees shall be responsible for additional costs, including any other fees.
 - b. If approved, the maximum number of credit hours shall not exceed six (6) credit hours in any one (1) year (including summer).
 3. In addition to any courses for which reimbursement is made pursuant to Paragraphs 1 and 2 above, with the approval of the Superintendent, reimbursement will be made, in an amount approved by the Superintendent, for special education courses.
 4. All course reimbursement shall be contingent upon successful completion of the course(s) taken. Successful completion shall mean a grade of B or above. A grade waiver due to a physician documented medical condition may be granted upon approval of the Superintendent, whose decision is final and not grievable.
 5. Third Party Billing
When an institution and the ESD have a third-party billing agreement, an employee may elect to participate. If the employee chooses to participate, the employee must sign and agree to meet all of the requirements stated on the Third Party Billing Authorization Form. A sample of this form is attached to this Agreement. (Appendix D)
- B. Credits that substantially duplicate other credits will not be supported if taken within a five (5) year span of time.
- C. The ESB agrees to consider assisting employees in attending professional conferences and/or workshops by allowing released time and by providing financial assistance. The activity must relate to the employee's current assignment or to an assignment that the administration has required the employee to assume.
- D. An employee who is required by the ESB or Superintendent, upon a recommendation by the BA, to take a course, participate in a workshop, or attend a conference or seminar shall be entitled to a reasonable advance to cover anticipated expenses directly related to said requirement. The balance of direct expenses incurred will be reimbursed upon submission of an acceptable itemized request. If an employee is required by the Superintendent to take a college/university course, he/she will be reimbursed for mileage

at the ESD established rate for that course. This does not include courses required for certification or recertification.

- E. The ESD agrees to reimburse any specialist for the cost/renewal fee of any required professional licensure/certification required.

ARTICLE VIII

PROTECTION AND PAYROLL DEDUCTIONS

- A. The ESB agrees to make proper efforts to correct any hazardous condition that may exist. Employees are required to report in writing any hazardous condition they are aware of to the BA as soon as possible.
- B. When an employee is injured on the job, the employee is responsible to fill out appropriate workman's comp paperwork. When an employee's absence occurs from assault or injury while performing his/her duties, the employee shall not forfeit any sick leave or personal emergency leave.
- C. Payroll deduction will be utilized for:
 - 1. Health/Dental Insurance and any other approved retirement/insurance line items
 - 2. Professional Dues
 - 3. Disability or income protection insurance
 - 4. Federal and State Income tax
 - 5. Other items mutually agreed upon between the EEA and ESB.
- D.
 - 1. The ESD agrees to deduct from employee's salaries money for unified EEA dues as said employees individually and voluntarily authorize the ESD to deduct and to transmit the monies promptly to the EEA.
 - 2. The ESB agrees to recognize continuous dues deductions as authorized by individual members. The EEA shall certify to the Superintendent the amount of dues to be deducted for each employee.
 - 3. The EEA shall indemnify and save the ESD harmless against all claims and suits which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to authorized officials of the MEA. The MEA shall be accountable to the EEA for the allocation and payment of each employee's dues to the respective professional associations as authorized on the respective dues deductions forms.

ARTICLE IX

REDUCTION IN FORCE

A. Position Elimination

At such time as the Board determines that a reduction in force is necessary, the Board or its designee shall notify the EEA in writing of the positions to be eliminated and shall give the EEA an opportunity to discuss the elimination of such positions with the Board or its designee. The final decision pertaining to these matters shall remain solely the prerogative of the Board and not subject to the grievance procedure.

This article is not applicable to the Board's decision not to rehire a probationary employee.

B. Seniority

Seniority shall be based on continuous employment in the bargaining unit based upon the most recent date of employment. When two (2) or more employees have the same seniority, the employee with the greater length of total service shall be deemed to have the greater seniority. An employee with multiple endorsements should not have seniority penalized when moved to an assignment in another impact area. Given this:

1. An employee that moves into a position in a new impact area will begin accruing seniority within the new impact area.
2. The employee will retain their seniority for the years worked in the previous impact area.
3. An employee who is transferred from one department to another or from one level to another shall have transferred all years of seniority to the new department or level.

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

The seniority list using the above criteria and impact areas will be provided to the President of the EEA by the Superintendent by October 15 of each year. Any disagreement with the seniority list will be reported within fifteen (15) working days and revised by mutual agreement of the EEA and The Superintendent.

C. Impact Areas

1. Nurse
2. Occupational Therapist
3. Physical Therapist
4. Licensed Clinical Social Worker
5. Guidance Counselors

6. 504 Case Managers
7. Special Education Educational Evaluator

D. Criteria for Selection (criteria will be considered in totality and in no particular order)

1. Seniority
2. Certification and endorsements
3. Educational preparation (Advanced degree)

E. Notification

The Superintendent shall notify the Association of all employees who are to be laid off or recalled.

An employee who is to be laid off shall receive notice at least ninety (90) days prior to the effective date of the layoff.

F. Recall

Continuing contract employees shall be eligible for recall twenty-four (24) months after the effective date of layoff.

1. Continuing contract employees shall be recalled by impact areas in reverse order of layoff.
2. All benefits to which an employee was entitled at the time of layoff, including contract status, unused accumulated sick leave, and credits towards sabbatical eligibility, shall be restored upon return to active employment.
3. The employee recalled will be returned to his/her earned salary step as of the effective date of layoff.

No new hires will be employed until all employees subject to recall have:

1. Waived recall rights in writing
2. Resigned, or
3. Failed to accept within ten (10) working days of written notice of recall to the position offered or within two (2) calendar weeks of the first attempt to deliver the certified letter with return receipt requested by the Board.

G. Other considerations

An employee who receives notice of layoff shall be granted up to three (3) additional days of leave with pay for the purpose of applying for and interviewing for other positions.

An employee who has been laid off shall be eligible to continue to participate in group insurance plans under the provisions of COBRA.

An employee who has been laid off under this provision will be permitted to attend and participate in ESD In-Service days or professional development opportunities offered to Ellsworth employees on site for one (1) school year immediately following the year of

layoff. Participation of the laid-off staff member in service days or professional development activities shall result in no expense to the ESD.

ARTICLE X

RIGHTS

- A. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the ESB, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final.
- B. Whenever any employee is required to appear before the Superintendent concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, salary, or any increments pertaining thereto, then he/she shall have the option of prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the EEA present to advise and represent him/her during such meeting or interview. Any suspension of an employee pending the outcome of an investigation shall be with pay.
- C. Whenever an EEA representative is mutually scheduled to participate, during school hours, in ESB-EEA business, he/she shall suffer no loss of pay.
- D. Representatives of the EEA or its affiliates may use school property in accordance with ESB policies governing the use of buildings.
- E. The ESB will assist the EEA with the purchase of office supplies so that the EEA may avail itself of the lowest possible prices.
- F. The EEA shall have the privilege of using school bulletin boards, when authorized by the BA.
- G. The EEA shall have the privilege of using school mailing facilities, when authorized by the BA.
- H. The ESB shall grant leave with pay to the EEA President for EEA business when authorized by said ESB, not to exceed two (2) days. The EEA will pay the cost of a substitute when such leave is granted.
- I. The ESB retains the right to grant privilege to any organization it desires. When an outside organization is to use a classroom(s) a reasonable attempt will be made to notify the employee(s) at least forty-eight (48) hours in advance in order to secure personal property and confidential files in the classroom. The employee is responsible to ensure personal and confidential property and files are secured prior to use by the outside organization/party.

- J. Items on the agenda of ESB meetings shall be in the exclusive province of the ESB and Administration. Whenever the EEA has to appear before the ESB, notification will be provided.

ARTICLE XI

SALARY AND SALARY CONDITIONS

- A. The salary schedules are set forth in Appendix A.

In each year of this agreement, eligible employees shall be awarded one step on the salary schedule for a year of service. Employees who are at the Top of Scale or reach Top of Scale during the term of the agreement will receive the increases on to their annual salary as listed below:

2022-23	7.9% increase in annual salary
2023-24	6% increase in annual salary
2024-25	6% increase in annual salary

- B. Conditions

1. Employees may move vertically on the schedule only one step per year.
2. Employees may move horizontally on the schedule only at the beginning of a contract year provided the employee has submitted a written notice to the Superintendent not later than February 1st of the previous contract year and submitted documentation. In the event that the written notice is not provided, the Superintendent shall not be required to advance the employee to the appropriate salary column until the subsequent school year.
3. Employees entering the system will be placed on the salary scale consistent with years of eligible experience. Under extenuating circumstances, an employee entering the system may be placed on a salary step determined by the Superintendent but no new hire will be placed higher than existing hires.

- C. Specialist will be paid hourly rates for curricular work required

Employees covered under this agreement will be compensated for unused sick leave at his/her hourly rate of pay according to the following schedule. Notice of intent to retire must be submitted in writing to the ESD Superintendent's Office not later than February 1 of the calendar year in which the employee shall retire/separate. In the event of extenuating, emergency circumstances beyond the employee's control, an employee may request, in writing to the Superintendent, a waiver of the February 1, notification deadline. The Superintendent's decision on the request shall not be grievable.

Retire/separate at age sixty-two (62) and with the last ten (10) years of consecutive service in ESD/RSU 24 – up to 30 days of accumulated unused sick leave at the employee's current hourly rate of pay (nurses) or per diem (others).

Retire/separate at age sixty-two (62) and with the last fifteen (15) years of consecutive service in ESD/RSU 24 – up to 40 days of accumulated unused sick leave at the employee’s current hourly rate of pay (nurses) or per diem (others).

Retire/Separate at age of sixty two (62) and with at least twenty (20) years of consecutive service in ESD/RSU 24- up to 45 days with 1 additional day for each year of service of accumulated unused sick leave at the employee’s current hourly rate of pay (nurses) or per diem (others).

Separate after fifteen consecutive years of employment in the ESD – up to 15 days of accumulated sick leave at the employee’s current rate of pay. In the event of extenuating, emergency circumstances beyond the employee’s control, an employee may request, in writing to the Superintendent, a waiver of the February 1, notification deadline, provided the employee has worked the last fifteen consecutive years in the ESD.

ARTICLE XII

MISCELLANEOUS

- A. An electronic copy of this agreement is available online.
- B. Savings or Scope and Separability

Should any provision of this Agreement be found to be contrary to law, then such provision shall be deemed null and void. All other provisions shall, however, continue in full force and effect.

ARTICLE XIII

GRIEVANCE PROCEDURE

- A. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting terms and conditions of employment of employees. 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 anyone covered by this Agreement to discuss a grievable matter informally with any member of the administration, and having the grievance settled or adjusted without intervention of the EEA provided the settlement or adjustment is consistent with the terms of the Agreement and the EEA is notified of that adjustment or settlement.
- B. Definitions

1. A "grievance" is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the specific terms of this Agreement.
2. An "aggrieved person" is the employee or employees 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 except that "days" shall include Monday through Friday except legal holidays during summer vacation.

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 be extended by mutual written agreement between the Superintendent and the EEA.
2. If the time limits are not met by the administration at any level, the aggrieved person or persons may request in writing to the EEA President that it proceed to the next level.
3. Time is of the essence in the filing and processing of all grievances under this Article.
4. Failure on the part of an aggrieved person to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration.

D. Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her BA or other appropriate administrator in an effort to resolve the problem informally within ten (10) days after the aggrieved person first should have known the conditions constituting the alleged grievance.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the EEA Representative assist him/her in further efforts to resolve the problem informally with the BA or other appropriate administrator within ten (10) days after meeting with the BA or other appropriate administrator.

E. Formal Procedure

1. Level One - School BA

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing within ten (10) days after the conclusion of the informal procedure as defined in D2 above.
 - b. The BA shall, within five (5) days after receipt of the written grievance, render his/her decision and reasons therefore in writing to the aggrieved person, with a copy to the President of the EEA.
2. Level Two- Superintendent
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she, within five (5) days after receipt of the BA's written decision, or, if the BA has not rendered a written decision in the time required, within ten (10) days after the BA's receipt of the formal grievance, shall file the written grievance with the EEA President for referral to the Superintendent.
 - b. The EEA shall, within five (5) days after receipt, refer the grievance to the Superintendent.
 - c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the EEA for the purpose of resolving the grievance.
 - d. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the EEA President.
3. Level Three- ESB
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after receipt of the Level Two written decision, or, if the Superintendent has not rendered a written decision in the time required, within ten (10) days after the meeting at Level Two, file the grievance with the Chairperson of the ESB.
 - b. The ESB shall, at its next regularly scheduled meeting, meet with the aggrieved person and his/her representatives for the purpose of reviewing the grievance.
 - c. In the event that the grievance proceeds to the ESB level, the EEA may request that such a meeting be placed first on the ESB's meeting agenda.
 - d. The ESB shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the EEA President.

4. Level Four- Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within five (5) days after the decision, or, if the ESB has not rendered a written decision in the time required, within five (5) days after the meeting with the ESB, request in writing to the President of the EEA that his/her grievance be submitted to arbitration.
- b. The EEA shall, within five (5) days after receipt of such request, if the EEA determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the ESB in writing.
- c. The Chairperson of the ESB and the President of the EEA, or their designees, shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence, by submitting a list of names of such persons to each other. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.
- d. The arbitrator shall as soon as possible after his/her selection, taking into consideration the schedules of all concerned, but in no event later than sixty (60) days after his/her selection unless an extension of time is mutually agreed upon in writing, meet with the parties to conduct a hearing on the grievance and, within thirty (30) days thereafter shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement. The arbitrator shall also be without power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the written Agreement. The decision of the arbitrator shall be submitted to the ESB and the EEA and shall be final and binding on the parties, subject only to judicial review as provided by law.
- e. The costs for the services of the arbitrator shall be borne equally by the ESD and the EEA.
- f. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums that might otherwise be available to the aggrieved person.

F. No Reprisals

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

G. Miscellaneous

1. If, in the judgment of the EEA, a grievance affects a group or class of employees, the EEA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The EEA may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel files of the participants.
3. Forms identical to those attached hereto in Appendix C shall be used for filing and processing grievances and shall be made available through the EEA School Representatives so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.
5. The EEA and the ESB may be included and involved in each step of the grievance procedure.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement shall become effective as of the date of ratification and remain in effect until August 31, 2025.
- B. The parties hereby agree to Articles I – XIV of this document.

THE ELLSWORTH ASSOCIATION SPECIALTY UNIT


DATE: 1/27/23
Tristan Bates (lead negotiator)


DATE: 1/27/23
Amy VanDorn


DATE: Jan 26, 2023
Danica Frederick


DATE: Jan. 26, 2023
Gary Burgess


DATE: 1/26/23
Joseph Merrill


DATE: 1/26/2023
Kristina Gee


DATE: 1/27/2023
Jessica Lewis

ELLSWORTH SCHOOL BOARD


DATE: 1/26/2023
Paul Markosian (lead negotiator)


DATE: 1/26/2023
Kelly McKenney


DATE: 1/26/23
Amy Boles

**APPENDIX A
SALARY SCHEDULES**

NURSES

2022-2023		1.03	2023-2024		1.03	2024-2025	
Step	Nurse		Step	Nurse		Step	Nurse
1	\$ 35.00		1	\$ 36.05		1	\$ 37.13
2	\$ 36.05		2	\$ 37.13		2	\$ 38.25
3	\$ 37.13		3	\$ 38.25		3	\$ 39.39
4	\$ 38.25		4	\$ 39.39		4	\$ 40.57
5	\$ 39.39		5	\$ 40.57		5	\$ 41.79
6	\$ 40.57		6	\$ 41.79		6	\$ 43.05
7	\$ 41.79		7	\$ 43.05		7	\$ 44.34
8	\$ 43.05		8	\$ 44.34		8	\$ 45.67
9	\$ 44.34		9	\$ 45.67		9	\$ 47.04
10	\$ 45.67		10	\$ 47.04		10	\$ 48.45

OT/PT THERAPIST

Step	2022-2023		2023-2024		2024-2025
1	\$62,000.00	1	\$63,860.00	1	\$65,775.80
2	\$63,860.00	2	\$65,775.80	2	\$67,749.07

3	\$65,775.80	3	\$67,749.07	3	\$69,781.55
4	\$67,749.07	4	\$69,781.55	4	\$71,874.99
5	\$69,781.55	5	\$71,874.99	5	\$74,031.24
6	\$71,874.99	6	\$74,031.24	6	\$76,252.18
7	\$74,031.24	7	\$76,252.18	7	\$78,539.75
8	\$76,252.18	8	\$78,539.75	8	\$80,895.94
9	\$78,539.75	9	\$80,895.94	9	\$83,322.82
10	\$80,895.94	10	\$83,322.82	10	\$85,822.50

SPECIALIST SCALE

Step	2022-2023	MA	ACC	Step	2023-2024	MA	ACC	Step	2024-2025	MA	ACC
1	\$46,350.00	\$48,850.00	\$51,350.00	1	\$47,740.50	\$50,315.50	\$52,890.50	1	\$49,172.72	\$51,824.97	\$54,477.22
2	\$47,740.50	\$50,315.50	\$52,890.50	2	\$49,172.72	\$51,824.97	\$54,477.22	2	\$50,647.90	\$53,379.71	\$56,111.53
3	\$49,172.72	\$51,824.97	\$54,477.22	3	\$50,647.90	\$53,379.71	\$56,111.53	3	\$52,167.33	\$54,981.11	\$57,794.88
4	\$50,647.90	\$53,566.96	\$56,111.53	4	\$52,167.33	\$54,981.11	\$57,794.88	4	\$53,732.35	\$56,630.54	\$59,528.72
5	\$52,167.33	\$54,981.11	\$58,500.64	5	\$53,732.35	\$56,630.54	\$59,528.72	5	\$55,344.32	\$58,329.45	\$61,314.59
6	\$53,732.35	\$56,630.54	\$59,528.72	6	\$55,344.32	\$58,329.45	\$61,314.59	6	\$57,004.65	\$60,079.34	\$63,154.02
7	\$55,344.32	\$58,329.45	\$61,314.59	7	\$57,004.65	\$60,079.34	\$63,154.02	7	\$58,714.79	\$61,881.72	\$65,048.64
8	\$57,004.65	\$60,079.34	\$63,154.02	8	\$58,714.79	\$61,881.72	\$65,048.64	8	\$60,476.24	\$63,738.17	\$67,000.10

9	\$58,714.79	\$61,881.72	\$65,048.64	9	\$60,476.24	\$63,738.17	\$67,000.10	9	\$62,290.52	\$65,650.32	\$69,010.11
10	\$60,476.24	\$63,738.17	\$67,000.10	10	\$62,290.52	\$65,650.32	\$69,010.11	10	\$64,159.24	\$67,619.82	\$71,080.41

APPENDIX B

GRIEVANCE FORM

It is important that grievances be processed as quickly as possible. The time limits set forth below and in Article XIII of the collective bargaining agreement are maximums which may be extended only by written agreement between the aggrieved person and the Administration or the ESB. This form is intended to provide a convenient mechanism for the processing of grievances. However, it is not intended to replace or to relieve the aggrieved person from reading and complying with Article XIII of the collective bargaining agreement.

LEVEL ONE GRIEVANCE

1. Date of Alleged Contract Violation(s) 3. Date Submitted to BA (not more Than 20 days after date in 1) 4. Date and Signature of BA Indicating Receipt of Grievance

2. Date(s) Informally Met with BA

5. Teacher/Class of Teachers (Aggrieved Persons) 6. School

7. Specific Contract Provisions Alleged to Have Been Violated

8. Please Describe in Detail How the Contract was Allegedly Violated (attach additional pages if necessary)

Number of Additional Pages Attached: ____

9. Please Describe in Detail the Remedy or Relief Requested (attach additional pages if necessary)

Number of Additional Pages Attached: ____

10. Signature of Aggrieved Person

LEVEL ONE DECISION

11. Date of BA's Decision (not more than 5 Days after Date in 3) 12. Signature of BA Rendering Decision 13. Date and Signature of Aggrieved Person Indicating Receipt

FOR THE ESB: _____
FOR THE ASSOCIATION: _____

14. BA's Decision and Reasons Therefor (Attach Additional Pages if Necessary)

Number of Additional Pages Attached: _____

LEVEL TWO GRIEVANCE

15. Signature of Aggrieved Person
Appealing Level One Decision

16. Date Submitted to EEA President
(Not more than 5 days after date in 12
Or, if BA has rendered no decision, not
More than 10 days after date in 4)

17. Date and Signature of EEA
President Indicating Receipt

18. Date Submitted to Superintendent
(Not more than 5 days after date in 17)

19. Date and Signature of
Superintendent Indicating Receipt

20. Date of Meeting with Aggrieved
Person (not later than 10 days after date in 19)

LEVEL TWO DECISION

21. Date of Superintendent's Decision
(not more than 5 Days after Date in 20)

22. Signature of Superintendent

23. Date and Signature of Aggrieved
Person Indicating Receipt

24. Superintendent's Decision and Reasons Therefore (Attach Additional Pages if Necessary)

Number of Additional Pages Attached: _____

LEVEL THREE GRIEVANCE

25. Signature of Aggrieved Person
Appealing Level Two Decision

26. Date Submitted to ESB (Not more
than 5 days after date in 23, or, if
Superintendent has rendered no
decision, not more than 10 days after
date in 20)

27. Date and Signature of ESB Chair
or Designee Indicating Receipt

FOR THE ESB: _____
FOR THE ASSOCIATION: _____

28. Date of Meeting with Aggrieved Person
(not later than 10 days after date in 27)

LEVEL THREE DECISION

29. Date of ESB Decision (not later than
10 Days after Date in 28)

30. Signature of ESB Chair or
Designee

31. Date and Signature of Aggrieved
Person Indicating Receipt

24. ESB's Decision and Reasons Therefor (Attach Additional Pages if Necessary)

Number of Additional Pages Attached: _____

LEVEL FOUR GRIEVANCE

33. Signature of Aggrieved Person
Appealing Level Three Decision

34. Date Submitted to Association President
(not more than 5 days after date in
31 Or, if the ESB has rendered NO
decision, not more than 5 days after
date in 27)

35. Date and Signature of Association
President Indicating Receipt

36. Signature of Association President
Indicating Request for Arbitration

37. Date Submitted to the ESB (not
later than 5 days after date in 35)

38. The Association's List of Proposed
Arbitrators:

-
-
-
-
-
-
-

39. Date and Signature of ESB Chair or
Designee Indicating Receipt

40. ESB List of Proposed
Arbitrators:

-
-
-
-

41. Agreed Upon Arbitrator

42. Date American Arbitration Assoc.
Contacted to Select Arbitrator if one
Cannot be Agreed Upon

FOR THE ESB: _____
FOR THE ASSOCIATION: _____

APPENDIX C

Application for Days from the ESD/EEA Sick Leave Donation Program

Name: _____
(please print)

Date: _____

Number of days requested: _____

My accumulated sick leave will be/has been depleted as of: _____

I will be using the requested sick days commencing on: _____

Reason for request: _____

Signature: _____

Please attach the required doctor's certificate and prognosis

This form must be signed by the following prior to Superintendent's Approval:

Number of days approved by the Sick Leave Donation Committee: _____

EEA Representative

Date

EEA President

Date

Administrative Representative

Date

Superintendent's Approval to release funds:

Superintendent of Schools

Date

Office Use Only

Funds in the amount of \$ _____ released on _____ by _____

APPENDIX D
Third Party Billing Authorization Form

Directions:

1. Use this form to apply for tuition deferment for COURSES ONLY.
2. Make sure to check that the Institution offering the course will participate in tuition deferment.
3. Complete PART 1, and submit to support system prior to taking the course.
4. Keep a copy of the completed form for your records.

PART 1 - Complete this section **prior to taking course** and submit to support system.

Name:	Social Security No:	Date of Application:
Name of Institution:	Address of Billing Office:	
Course Title and Number:	Course Start/End Dates:	Number of Credits:

Terms of Agreement

Based on the following criteria, the Ellsworth school Department (ESD) employee named above has been approved for *Third Party Billing*.

1. The employee named above must successfully pass the course with at least a "B" for all courses.
2. ESD agrees to pay ONLY tuition based on the current University of Maine per credit hour rate multiplied by the number of credits taken. All other fees including registration, lab and activity fees are the responsibility of the employee.
3. To be eligible for reimbursement the employee named above must be in service and under contract with the ESD.
4. This form must be signed by the employee, support system and Superintendent of Schools. The institution offering the course will send a copy of the grade report or transcript with the invoice at the completion of the course.
5. If a teacher obtains an advanced degree paid for in whole or in part by the ESD, that teacher shall continue to be employed by the ESD for a period of two (2) years following his/her receipt of the advanced degree. If, during such two (2) year period, the teacher voluntarily leaves the employment of ESD, he/she shall reimburse the ESD for all amounts paid by it toward the degree. The Ellsworth School Committee has the right, in its sole discretion, to waive this reimbursement requirement for hardship or extenuating circumstances.
6. Submit invoices and grade reports to:

Superintendent of School
Ellsworth school Department
66 Main Street, Suite 201
Ellsworth, ME 04605

REQUIRED SIGNATURES

I have read the above terms and understand that I must successfully complete the course as described in Terms of Agreement and be currently employed in order to be eligible for Third Party Billing. I also understand I am responsible for all additional fees above the cost of tuition as described above.

EMPLOYEE'S SIGNATURE: _____ Date: _____

APPROVAL OF CREDIT TOWARD RENEWAL OF CERTIFICATE

The COURSE and CREDIT'S described above are APPROVED by the ESD Support System.

SUPPORT SYSTEM SIGNATURE: _____ Date: _____

APPROVAL FOR REIMBURSEMENT

The ESD agrees to the terms listed above and will pay tuition only upon successful completion of the course, as described in Terms of Agreement above, and receipt of invoice with grade transcript.

SUPERINTENDENT'S SIGNATURE: _____ Date: _____

APPENDIX E
Application and Contract for Sabbatical Leave
Ellsworth School Department

I, _____, hereby apply for sabbatical leave for the period from _____, 20 to _____, 20_____.

The purpose of my sabbatical leave is stated below and becomes a part of this contract.

My stipend during this period of leave, if approved, will be one-half (1/2) of my contract salary with half benefits in accordance with the current Contract between the Ellsworth School Department and the Ellsworth Education Association.

I understand that following a sabbatical leave, I become obligated to return to the Ellsworth School department for a period of two (2) contract years, provided I am physically able. If I fail to remain employed for this two (2) year period, I understand that I will have failed to uphold the terms agreed to in this contract, and agree to repay the Ellsworth School Department the complete amount of the sabbatical stipend that I receive during this sabbatical.

I understand that this request for a sabbatical will not be considered unless it has been received by the Superintendent on or before December 1 of the preceding the school year in which it is being requested.

I have been employed as a teacher in the Ellsworth School Department for ____ years. (minimum of 7 years)

The purpose of my sabbatical leave is as follows:

My previous sabbatical leaves have been as follows: (if none check here _____)

From _____, 20____, to _____, 20_____

From _____, 20____, to _____, 20_____

This Application and Contract are subject to, and not final until it receives, the approval of the Ellsworth School Board.

Having read and understood these rules, I agree to, and will comply, with them.

I agree to remain in the service of the Ellsworth School Department for two years, after the expiration of the Sabbatical Leave. Should I terminate my employment before I fulfill this obligation for any reason except for death or permanent disability caused by ill health or accident, I agree to refund within six months of my termination the amounts of compensation I received during this Sabbatical Leave. Compensation shall include gross stipend.

 Department Head Date

 Signature of Applicant

 Building Administrator Date

 Applicant's Present Position

 Superintendent Date

 Date Submitted

 Date Approved by the Ellsworth School Board

Amendments to this contract: When signed by parties, this document becomes a Contract. Cancellation of the leave, change in dates, purpose, or any other conditions must be approved by all signatories to this Agreement. Cancellations should be made by letter. Other changes may be made on copies, initialed by all signatories or a substitute agreement marked "REVISED" may be substituted.

