

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

THE ELLSWORTH SCHOOL DEPARTMENT AND

THE ELLSWORTH EDUCATION ASSOCIATION

FOR

SEPTEMBER 1, 2023 – AUGUST 31, 2026

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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 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

EdS - Education Specialist Degree

ESB - The Ellsworth School Board. Said ESB may act through its Chairman, any Committee thereof, its Superintendent, or any other representative authorized to act for it in any particular situation or class of situations.

ESD - The Ellsworth School Department

IMMEDIATE FAMILY- immediate household or a member of the family (spouse, domestic partner, parents, grandparents, brothers, sisters, foster children, children of household residents, whether in-law or step-relationships, grandchildren)

MDOE- Maine Department of Education

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

PER DIEM- The teacher's 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.

PROFESSIONALS - Classroom/Career and Technical teachers. Title I teachers, librarians, speech therapists, guidance personnel, and migrant teachers, but excluding the Administration, and educational technicians.

YEAR OF SERVICE - A teacher who has completed 135 or more work days in a school/contract year will be credited with a year of service for salary purposes.

ARTICLE II RECOGNITION

The ESB recognizes the EEA, an affiliate of MEA/NEA, as the sole and exclusive bargaining agent for all teachers who have been in the employ of the ESB six (6) months or longer in accordance with the municipal Public Employees Labor Relations Act, except those excluded under Title 26, Chapter 9A, Section 962, subsection 6.

ARTICLE III CALENDAR, HOURS, ASSIGNMENTS, REASSIGNMENTS, SALARY PAYMENT

- A. Length of Work Year
1. The length of the work year shall not exceed one hundred eighty-three (183) days.
 2. Teachers may be requested to perform summer work for specified staff development purposes. Any teacher agreeing to work additional days will be paid at their per diem rate.
 3. The ESB will meet and consult with regard to the school calendar for the subsequent school year.
 4. The day before Thanksgiving is an exchange day to compensate for 2 scheduled afternoons/evenings that equate to 7.5 hours. Staff will be given 30 minutes for dinner. This counts as one of the teachers 183 days. These two scheduled afternoon/evening days will be determined by the start of the school year.
- B. The work year for teachers will begin no earlier than the last week of August.
- C. All unused storm days shall be dropped from the calendar near the end of the year.
- D. Teachers shall have a twenty (20) minute duty-free lunch period except in cases of emergency as mutually determined by the principal and teacher.
- E. As professionals, teachers shall devote to their assignment the time necessary to meet their responsibilities. It is agreed that the teacher's usual work day shall consist of the student day plus forty-five minutes. On a case by case basis and by mutual agreement between the BA and the teacher, the teacher workday may begin and end at any time during the day as long as the total teacher workday is not exceeded.
1. The length of student day shall not exceed six (6) hours and forty-five (45) minutes. The parties acknowledge that the length of the student day is a matter of educational policy and may be changed at the discretion of the ESB and is not grievable. In such instances, the EEA has the

right to meet and consult with the ESB and negotiate the impact of any change in the length of the student day.

2. Teacher load and teacher duties during and after school shall be scheduled by administration fairly and equitably. Teachers shall not be required to collect money. They will not be required to collect money for school lunches if other arrangements can be made within existing resources.
- F. Annual salaries shall normally be paid in twenty-six (26) installments. The Superintendent's Office must be notified no later than May 1st if a lump-sum payment for installments scheduled over summer vacation is desired. Justifiable emergency requests occurring after May 1st will be honored when budget constraints allow.
- G. Should transfers and/or reassignments occur, there will be no loss of pay and all efforts will be made to effect a situation more compatible with the teacher's desires and qualifications.
- H. Voluntary Transfers and Reassignments:
- Employees who desire a change in assignment shall file a written statement to this effect with the Superintendent. Such statements shall include the employee's desired assignment(s) in order of preference. Voluntary requests for a reassignment does not guarantee a transfer.
- I. All vacancies for positions shall be adequately publicized by the Superintendent in accordance with the following procedure: When there is a vacancy, the internal posting will be announced via district-wide email three days prior to an external posting.
- J. Employment practices shall be the exclusive province of the ESB. The teacher shall receive notice of his/her specific assignment as soon as possible.
- K. Notification of Employment Status
1. A continuing contract teacher shall be notified in writing by the Superintendent of his/her non-renewal for the ensuing year in accordance with statutory guidelines.
 2. A probationary contract teacher shall be notified in writing by the Superintendent of his/her employment status for the ensuing year not later than May 14th of each year.
- L. Prep and Planning:
- If a teacher is required to work more than one (1) day in a work week without a self-directed prep period, then the employee will receive their hourly, per diem pay rate for the prep period(s) missed.
- M. Joint Professional Discussion Committee:
- The Ellsworth School Board and Ellsworth Association jointly recognize the value of positive community relations and the effect this can have on employee morale. Therefore, the parties agree to

work together toward this mutual goal. The Professional Discussion Committee shall be established and meet quarterly with employees notified of quarterly meeting dates. This committee will be a committee of members composed of a representative from the elementary, middle, high school, and CTE school, building principals, and the Superintendent. Which association members represent each building is the prerogative of the Ellsworth Teachers Union. The Superintendent will select one additional teacher to participate as well. The function of this committee will be to assist the Superintendent of Schools and building leaders in understanding the day to day issues that are occurring in buildings and provide leadership the opportunity to provide their perspective as well.

ARTICLE IV EVALUATION

A.

1. All evaluations of teachers shall be conducted in accord with the ESB approved Performance Evaluation/Professional Growth system.
2. All monitoring and/or observation of the work and/or performance of a teacher shall be conducted openly and with the knowledge of the teacher. This provision is grievable up to and including the ESB, whose decision is final and not arbitrable.
3. Teachers shall be evaluated only by persons certificated by the MDOE to supervise instruction within the teacher's subject area, except for the Superintendent of Schools, Administrators, and/or the department heads. No teacher will be subjected to a team evaluation of more than three (3) members.
4. A teacher shall be given a copy of any class visit or evaluation report prepared by evaluators. No such report shall be submitted to the Superintendent, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Signature of a teacher shall simply indicate that the document was seen and does not necessarily indicate the teacher's agreement with the contents.

B.

1. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein, at no cost to the teacher. A teacher shall be entitled to have a representative of the EEA accompany him/her during such a review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, and if the Superintendent determines that they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The decision of the Superintendent is final and non grievable.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the teacher's personnel files unless a teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature and the date reviewed to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a

written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- C. Any complaint regarding a teacher made to any member of the administration of a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such a complaint, and shall have the right to be represented by the EEA at any meeting or conference regarding such complaint.
- D. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no material shall be placed in the personnel file of such teacher after severance or otherwise in accordance with the procedure set forth in this Article.
- E. Teachers on continuing contract shall be notified by the Superintendent, no later than December 15th if they are being considered for non-renewal. At that time, they will be given a written list of their deficiencies.

ARTICLE V INSURANCE

- A. For the term of this Agreement, the ESB agrees to contribute for benefit of each teacher desiring coverage 100% of the MEA Benefits Trust's Choice Plus health plan for Single Person, 82% of the MEA Benefits Trust's Choice Plus health plan for Two Person, 82% of the MEA Benefits Trust's Choice Plus health plan for Adult with Child, and 82% of the MEA Benefits Trust's Choice Plus health plan for 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. A teacher may elect to participate in the MEA Standard health plan and shall pay the difference in the monthly cost. A teacher may elect to participate in the Standard 500 or Standard 1000 health plan at no additional cost to the ESD.
- C. Not later than May 15th of each year of this Agreement, designated representatives of the ESB and the EEA may meet to determine whether the health insurance plan(s) or carrier should be modified and/or changed. Any such recommendations shall be submitted to the ESB and EEA for ratification not later than June 5th. If ratified by the parties the change or modifications shall be attached to this Agreement.
- D. The employer of an Ellsworth teacher's 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.
- E. Notwithstanding the above, the following exceptions shall apply:
 - 1. Teachers married to each other will receive only one plan which meets their needs, except as provided below.

2. The spouse of a teacher 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 a teacher 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 a teacher 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 a teacher shall be entitled shall be the applicable adult with child or children premium. The ESD shall, in addition, reimburse the teacher 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 E.2 above, as a precondition to receiving any paid health insurance premium for his or her spouse, a teacher 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 teacher'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 a teacher is eligible for coverage through their employer or if the teacher 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 E.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 E.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 E.2.b, the payment arrangement will automatically revert to the provisions of E.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.
- F. Teachers 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.
- G. Full-time employees who do not take any insurance benefit provided by the ESB shall receive one payment of \$3,500 each (less applicable state and federal taxes). Part-time employees shall receive prorated payments.

Teachers 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.
- H. Pretax Program
- Any teacher 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).
- I. A teacher 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 teacher contribution may, if authorized in writing by the teacher, be done on a pre-tax basis.

J. Dental Insurance

The District will pay 100% of the highest level single subscriber dental insurance provided by MSMA. (additional family members are paid for by employee)

ARTICLE VI LEAVES

A. Sick Leave

1. At the beginning of each contract year, all teachers employed shall be entitled to sixteen (16) paid sick leave days each school year accumulating from year to year to an amount not to exceed one hundred-sixty (160) days. If a teacher has the maximum of one hundred-sixty (160) days sick leave days accumulated, the sixteen (16) 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 immediate family. Teachers entering or leaving the system during the school year shall have their leave prorated. Sick leave will be charged in one-half [1/2] day increments.
3. A teacher entering the Ellsworth School Department from another school system, upon receiving her/his first continuing contract, shall be awarded credit for the first twenty (20) days and 50% of any days above twenty (20) of such teacher's accumulated sick leave, not to exceed a total of thirty (30) days. The sick leave shall be credited upon the employee achieving continuing contract status in the ESD under the following conditions:
 - a. There shall have been no break in service in that teacher's public school employment within the state, and
 - b. The teacher was eligible to receive sick leave in their previous position at the time of their termination of employment.

Teachers will submit proof of their accumulated sick days provided by their previous employer upon hire.

B. Personal Leave

A total of three (3) days with pay may be taken for personal leave. A teacher may use personal leave to extend scheduled school breaks or the first/last day of the school year as established by the school calendar. A teacher may exercise the option to extend a school break or first/last day of the school year one time in a three school year period. Up to seven (7) teachers per occurrence of a school break or the first/last day of the year may exercise this option. In the event that more than seven (7) teachers request using this option, the order of approval shall be on a first requested/first approved basis. Occurrences under this section include the following: first day of school, last day of school, December vacation, February vacation, and April vacation.

At the discretion of the Superintendent a teacher may use personal leave to extend a holiday. Occurrences under this section include the following: Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, Martin Luther King, Jr. Day, Memorial Day, and New Year's Day (if applicable).

All requests must be submitted in writing using the ESD prescribed form at least three days in advance of the intended leave.

Teachers will be compensated \$400 if they have not used any personal days by the end of the year. Teachers that only use 1 (one) personal day will be compensated \$250 at the end of the year.

- C. A teacher who is unable to teach because of personal illness or disability 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 teacher of the ESB, whose decision is final and not grievable.
- D. Sick Leave Bank:
1. Purpose: The sick leave bank is designed to provide income protection for eligible teachers who have exhausted their personal leave, sick leave, and any other available paid leave and who have a serious health condition under the FMLA as determined by the Business Office based on the information provided in the employee's completed FMLA forms. Sick leave bank days are not available for elective surgery that is not medically necessary. Any employee receiving payments under the Worker's Compensation Act will be ineligible for sick leave bank compensation while receiving those benefits .

Caps on Sick Leave Bank Days:

1. Sick leave bank days will carry over from year to year with a cap of no more than 400 days.
2. A teacher may be granted up to 30 days for an initial request for leave from the sick leave bank. The teacher can submit a second request with updated medical information for up to 30 additional days of leave from the sick leave bank. However, there is a cap of 60 sick bank days that can be awarded to an employee in a contract year.
3. Sick bank days may only be applied to cover actual work days, and will not be granted for holidays, storm days, or any other days for which the teacher might otherwise be paid.

Sick Bank Committee:

1. The sick leave bank shall be governed by a four-person committee comprised of an Association executive, The Superintendent, a designee of Superintendent, and a teacher appointed by the Association.
2. At least 2 of the 4 members of the committee must approve all leave days from 0-30 days. At least 3 of the 4 members of the committee must approve any leave days from 31-60 days. Any approval from the committee must be based on documented medical need.
3. Decision of the sick bank committee shall be final.

Eligibility and Enrollment:

1. Teachers are eligible to join the sick leave bank upon employment.
2. Membership in the sick leave bank is voluntary.

3. In order to join the sick leave bank, a teacher must notify the Committee and donate two (2) personal sick day leave to the reserve pool no later than September 30. Failure to contribute to the sick bank before that date will make a teacher ineligible to use the sick bank until the following year.
4. Teachers must donate a day each subsequent year to continue membership in the sick bank, regardless of whether the sick leave bank cap has been reached.
5. Teachers may not access the sick leave bank until they have (a) depleted their annual and accumulated sick leave days and (b) depleted all personal or other paid leave.
6. All days donated to the sick bank become the property of the sick bank and may only be withdrawn in accordance with these contract provisions. Sick bank days cannot be withdrawn by individuals who leave the school system or wish to withdraw membership in the sick leave bank.
7. Teachers who may qualify for MainePERS or Social Security disability retirement benefits are encouraged to apply for such benefits as soon as possible. A teacher must agree in writing that if he or she receives disability retirement, he or she will pay back any sick leave bank days used after the effective date of the disability retirement.

Sick Leave Bank Administration and Requests

1. The Business Office shall administer the sick leave bank.
 2. An eligible teacher must make requests for sick leave bank days on an application form maintained in the central office and attached.
 3. Requests for sick leave bank days and all related medical information submitted to the Human Resources Director shall be maintained in a confidential file separate from personnel files.
- E. The ESD shall pay such teacher the difference between his/her net salary and the benefits received under the Workers' Compensation Act for a period up to, but not exceeding, one (1) year.
- F. Time necessary for the appearance in any legal proceeding requested by the ESD shall not be charged to leave days. Any teacher called for jury duty shall have deducted from his/her salary the amount of remuneration said teacher 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. 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 teachers 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 teacher's value to the ESD.
1. A teacher 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 1st of the year preceding the school year in which the teacher anticipates being on such leave (see APPENDIX E).
 3. The ESB requires any teacher, following a sabbatical leave, to return to the ESD for a period of two (2) years, provided that the teacher is physically able. Any teacher 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 teacher with the days from the date of birth being paid from accumulated sick leave days if available. If a physician certifies that the teacher 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.

- 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 days(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 of absence 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. If the employee's military pay is lower than their salary under this contract, the difference shall be paid by the Board. To receive such pay, the employee shall present the Superintendent with adequate documentation of their military pay.

- L. For each day beyond granted leave days, the teacher's pay will be reduced by the number of days for that work year (1/183) of the teacher's contract salary.
- M. Any teacher 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 or the ESB whose decision is final and not grievable. Granting of leaves under this section shall not be precedent setting.

ARTICLE VII PROFESSIONAL DEVELOPMENT

A.

- 1. Program leading to an advanced degree in education
 - a. Upon prior approval by the Superintendent, the teacher will be assisted by an amount not to exceed the University of New England online course credit rate for a Masters' Degree in General Education for actual cost of tuition, \$200 towards other necessary fees, and registration per three (3) credit hour course. The advanced degree must relate to the teacher's current assignment, to an assignment that the administration has asked the teacher 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.
 - c. 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 the ESD, he/she shall reimburse the ESD for all amounts paid by it toward said degree. The amount reimbursed shall be prorated in proportion to the amount of time remaining in the two (2) year period.

For example, if the teacher leaves with eighteen (18) months remaining in the period, the amount reimbursed shall be 18/24 of all amounts paid by the ESD toward the degree. The ESB has the right, in its sole discretion, to waive this reimbursement requirement for hardship or extenuating circumstances.

- 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. Teachers 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 or a Pass for a Pass/Fail course. 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 teachers in attending professional conferences and/or workshops by allowing released time and by providing financial assistance. The activity must relate to the teacher's current assignment or to an assignment that the administration has required the teacher 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 a teacher 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.

ARTICLE VIII 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 teacher.

B. Seniority

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

1. A teacher that moves in to a position in a new impact area will begin accruing seniority within the new impact area,
2. The teacher will retain their seniority for the years worked in the previous impact area.
3. A teacher required to teach in two (2) or more impact areas concurrently will accrue seniority in all impact areas.
4. A teacher 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 teachers shall accrue seniority on a pro-rata basis, based upon the teacher's full-time equivalent (FTE). Part-time teachers shall be considered along with all other full time teachers 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 teacher 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. Pre-K
2. K-4
3. 5-8 by content area, including but not limited to ELA, Math, Social Studies, Science, and Foreign Language.
4. 9-12 by content area, including but not limited to ELA, Math, Social Studies, Science, and Foreign Language.
5. K-12 by specialty area - including but not limited to art, music, guidance, librarians, special education, speech & language, health/physical education, technology integrator, teacher coaches, literacy specialists, gifted & talented, career and technical educators (academic), Title IA
6. Career and Technical educators

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

1. Summative Evaluation over the past three years
2. Certification and endorsements
3. Educational preparation (Advanced degree)
4. Educational experiences and involvement in professional activities
5. Seniority
6. Qualification to meet educational program needs as determined by the Board or its designee

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 to the position from which laid off 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 teacher 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 teachers 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 teachers 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 IX RIGHTS AND PROTECTION

- A. The ESB agrees to make proper efforts to correct any hazardous condition that may exist. Teachers are required to report in writing any hazardous condition they are aware of to the BA as soon as possible.
- B. Maine residents are required to apply for a "Superintendent's Agreement" from the district where they reside. When space is available, the ESD Superintendent will allow staff children to enroll. In cases where no state subsidy follows the student, staff will pay the current tuition rate for ESD schools.
- C. When teacher absence occurs from assault or injury while performing his/her duties, the teacher shall not forfeit any sick leave or personal emergency leave.

D. HEALTH AND SAFETY

- 1. The Board shall institute and maintain all necessary precautions to guarantee to every employee a safe and healthful workplace.
- 2. The Board shall comply with applicable provisions of federal, state, and local laws with respect to employment safety and health insofar as they pertain to the working conditions of employees.
- 3. No employee shall be required to work under conditions which he/she in good faith believes exposes him/herself to an imminent danger of injury, death or damage to his/her health. An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible.

E. Protections

- 1. In the event of any unauthorized access or theft of teacher financial data, the ESB shall promptly notify teachers and do all such acts as teachers considers reasonably necessary to remedy or mitigate the effects of the data breach.

F. Verbal Complaints

An administrator who receives a verbal complaint concerning an employee's behavior or performance shall call the complaint to the attention of the employee within ten (10) days and the employee may respond to and/or rebut said complaint.

G. Proceeding and Meetings/Conferences involving Complaints

The employee shall have the right to be represented by the Association at any meetings or conferences regarding a verbal or written complaint.

- H. No teacher 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.
- I. Whenever any teacher is required to appear before the Superintendent, ESB, or any subcommittee thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her teaching position, employment, salary, or any increments pertaining thereto, then he/she shall have the option of prior written 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 a teacher pending the outcome of an investigation shall be with pay.
- J. Whenever an EEA representative is mutually scheduled to participate, during school hours, in ESB-EEA business, he/she shall suffer no loss of pay.
- K. Representatives of the EEA or its affiliates may use school property in accordance with ESB policies governing the use of buildings.
- L. The ESB will assist the EEA with the purchase of office supplies so that the EEA may avail itself of the lowest possible prices.
- M. The EEA shall have the privilege of using school bulletin boards, when authorized by the BA.
- N. The EEA shall have the privilege of using school mailing facilities, when authorized by the BA.
- O. 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.
- P. 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 teacher(s) at least forty-eight (48) hours in advance in order to secure personal property and confidential files in the classroom. The teacher is responsible to ensure personal and confidential property and files are secured prior to use by the outside organization/party.
- Q. 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 X
SALARY AND SALARY CONDITIONS

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

1. In each year of this agreement, eligible teachers shall be awarded one step on the salary schedule for a year of service. Teachers who have been at the Top of Scale for one year shall have their annual salary increased as follows

2023-24	6% increase in annual salary
2024-25	5% increase in annual salary
2025-26	4% increase in annual salary

If a teacher is Off-Scale and the resulting salary is less than the Top of Scale salary for the track in which they are eligible, the teacher shall be placed at the Top of the Scale for that track.

In the event that a step on the Salary Scale does not provide at least a 6% raise in 2023-2024 the teacher will default to a 6% raise. In the event that a step on the Salary Scale does not provide at least a 5% raise in 2024-2025 the teacher will default to a 5% raise. In the event that a step on the Salary Scale does not provide at least a 4% raise in 2025-2026 the teacher will default to a 4% raise. This paragraph will sunset with the expiration of this agreement.

B. Conditions

1. Teachers may move vertically on the schedule only one step per year.
2. Teachers may move horizontally on the schedule only at the beginning of a contract year provided the teacher has submitted a written notice to the Superintendent not later than February 1st of the previous contract year. To be eligible for either the BS+15 or MS+15 salary schedule, the credits above the degree must be credits earned towards an advanced degree. In the event that the written notice is not provided, the Superintendent shall not be required to advance the teacher to the appropriate salary column until the subsequent school year.
3. Teachers entering the system will be placed on the salary scale consistent with years of eligible experience. Under extenuating circumstances, a teacher entering the system may be placed on a salary step determined by the Superintendent.
4. Second Master's Degree: A teacher who plans to obtain a second Masters degree and who wants to be considered for placement on the Ph.D. scale once the degree is obtained, must submit a written request to the Superintendent. The request must include the specific degree the teacher intends to pursue, the expected date of completion; the accredited institution the teacher will be attending; and the reasons why the teacher believes the second Masters degree will benefit students and the educational program at the school system.
 - a. A newly hired teacher who already holds a second Masters degree and wants to be considered for placement on the Ph.D. scale must submit a written request to the Superintendent. The request must include the specific degrees the teacher holds, the dates received, the accredited institution that awarded the degrees, and the reasons why the teacher

believes the second Masters degree will benefit students and the educational program at the individual school.

- b. The Superintendent will review the teacher's request; obtain any additional documentation from the teacher he/she/they deems necessary; and make a determination whether, in his/her/their professional judgment, the second Masters degree will benefit students and the educational program at the school system.

- C. 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 and with the last ten (10) years of consecutive service in ESD – up to 30 days of accumulated unused sick leave at \$200 per day.

Retire/separate and with the last fifteen (15) years of consecutive service in ESD – up to 30 days of accumulated unused sick leave at \$250 per day.

Retire/Separate and with at least twenty (20) years of consecutive service in ESD – up to 30 days with 1 additional day for each year of service past twenty (20) of accumulated unused sick leave at the employee's current per diem rate of pay.

The employees notification requirement under this section is waived for an employee who is subject to a reduction in force.

This sick leave reimbursement provision is intended to reward extended service to the ESD and is not intended as an incentive to retire. This benefit will only be paid to teachers retiring at the normal retirement age as specified by the Maine Public Employees Retirement System.

Employees shall be allowed to contribute 90 days of accrued leave to MPERS toward creditable service, as provided by retirement system rules.

- D. Teachers that chaperone spectator buses for athletic events shall be paid fifty (\$50) dollars for each such occurrence.

Teachers (who are not stipended advisors or coaches of the activity) participating in a curricular or extracurricular trip outside of the school day that requires direct supervisory responsibility for students will be compensated at the rate of \$50 per occurrence. In the event of an approved overnight trip, such teachers will be compensated at the rate of \$100 per overnight (minimum of 18 hours).

- F. Teachers will be paid hourly rates according to the following schedule for curricular work required by the Board or its designee that is done outside the regular school day:

2023-2024: \$37.96
 2024-2025: \$39.86
 2025-2026: \$41.45

G. Career and Technical Teacher

1. Upon employment of a career and technical teacher the Superintendent has the sole authority to determine the amount of work related experience to be granted and will place that teacher on the BS salary column. The formula to be used grants one (1) salary step for every one (1) year of work-related experience.
2. Career and technical teachers employed to teach in a subject area where a degree is not required to conduct an approved course, will be placed on the Bachelor's scale.
3. Career and technical teachers who do not have a Bachelor's Degree and who later earn a Bachelor's Degree will receive a one-step increase in the Bachelor's scale, only to occur at the beginning of the next contract year, in addition to any annual step increase that they would normally receive.

H. Professional License Credits

1. Any employee, such as a speech therapist, who obtains a professional license that is equivalent to a CAS, shall be paid on the CAS/EdD salary degree column.
2. Special Education case managers that are also teachers will receive a \$1500 stipend to complete necessary paperwork.

Payroll Deductions:

I. Payroll deduction will be utilized for:

1. Health/Dental Insurance
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.

J.

1. The ESD agrees to deduct from teachers' salaries money for unified EEA dues as said teachers 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 teacher.
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 teacher's dues to the respective professional associations as authorized on the respective dues deductions forms.

ARTICLE XI 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 XII 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 teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 2. Nothing herein contained shall be construed as limiting the right of 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 teacher or teachers 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. 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 a teacher 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 teacher 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 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 at 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.
 - 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 teachers, 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 XIII DURATION OF AGREEMENT

- A. This Agreement shall become effective as of the date of ratification and remain in effect until August 31, 2026.
- B. The parties agree that articles or items will not be reopened during the life of this Agreement nor will any new additional articles or items be negotiated unless mutually agreed upon.
- C. The parties hereby agree to Articles I - XIII of this document.

THE ELLSWORTH ASSOCIATION SPECIALTY UNIT


 _____ DATE: April 25, 2023
 Tristan Bates (lead negotiator)


 _____ DATE: 4/27/2023
 Julia Berry


 _____ DATE: 4/28/2023
 Andrew Ford


 _____ DATE: 4/28/2023
 Heather Ford


 _____ DATE: 4/27/2023
 Jennifer Trowbridge

ELLSWORTH SCHOOL BOARD


 _____ DATE: 4/26/2023
 Paul Markosian (lead negotiator)


 _____ DATE: 4-25-23
 Kelly McKerney


 _____ DATE: 4/25/23
 Amy Boles

Appendix A

Salary Scales

23-24	1 021	1250	1500	1250	1500
Steps	BA	BA+15	MA	MA+15	CAS/EdS/2nd MA/PhD
0	\$41,600.00	\$42,850.00	\$44,350.00	\$45,600.00	\$47,100.00
1	\$42,473.60	\$43,723.60	\$45,223.60	\$46,473.60	\$47,973.60
2	\$43,365.55	\$44,615.55	\$46,115.55	\$47,365.55	\$48,865.55
3	\$44,276.22	\$45,526.22	\$47,026.22	\$48,276.22	\$49,776.22
4	\$45,206.02	\$46,456.02	\$47,956.02	\$49,206.02	\$50,706.02
5	\$46,155.35	\$47,405.35	\$48,905.35	\$50,155.35	\$51,655.35
6	\$47,124.61	\$48,374.61	\$49,874.61	\$51,124.61	\$52,624.61
7	\$48,114.23	\$49,364.23	\$50,864.23	\$52,114.23	\$53,614.23
8	\$49,124.63	\$50,374.63	\$51,874.63	\$53,124.63	\$54,624.63
9	\$50,156.24	\$51,406.24	\$52,906.24	\$54,156.24	\$55,656.24
10	\$51,209.53	\$52,459.53	\$53,959.53	\$55,209.53	\$56,709.53
11	\$52,284.93	\$53,534.93	\$55,034.93	\$56,284.93	\$57,784.93
12	\$53,382.91	\$54,632.91	\$56,132.91	\$57,382.91	\$58,882.91
13	\$54,503.95	\$55,753.95	\$57,253.95	\$58,503.95	\$60,003.95
14	\$55,648.53	\$56,898.53	\$58,398.53	\$59,648.53	\$61,148.53
15	\$56,817.15	\$58,067.15	\$59,567.15	\$60,817.15	\$62,317.15
16	\$58,010.31	\$59,260.31	\$60,760.31	\$62,010.31	\$63,510.31
17	\$59,228.53	\$60,478.53	\$61,978.53	\$63,228.53	\$64,728.53
18	\$60,472.33	\$61,722.33	\$63,222.33	\$64,472.33	\$65,972.33
19	\$61,742.25	\$62,992.25	\$64,492.25	\$65,742.25	\$67,242.25
20	\$63,038.83	\$64,288.83	\$65,788.83	\$67,038.83	\$68,538.83
Top	\$64,362.65	\$65,612.65	\$67,112.65	\$68,362.65	\$69,862.65

24-25	1.021	1250	1500	1250	1500
Steps	BA	BA+15	MA	MA+15	CAS/EdS/2nd MA/PhD
0	\$43,264.00	\$44,514.00	\$46,014.00	\$47,264.00	\$48,764.00
1	\$44,172.54	\$45,422.54	\$46,922.54	\$48,172.54	\$49,672.54
2	\$45,100.17	\$46,350.17	\$47,850.17	\$49,100.17	\$50,600.17
3	\$46,047.27	\$47,297.27	\$48,797.27	\$50,047.27	\$51,547.27
4	\$47,014.26	\$48,264.26	\$49,764.26	\$51,014.26	\$52,514.26
5	\$48,001.56	\$49,251.56	\$50,751.56	\$52,001.56	\$53,501.56
6	\$49,009.60	\$50,259.60	\$51,759.60	\$53,009.60	\$54,509.60
7	\$50,038.80	\$51,288.80	\$52,788.80	\$54,038.80	\$55,538.80
8	\$51,089.61	\$52,339.61	\$53,839.61	\$55,089.61	\$56,589.61
9	\$52,162.49	\$53,412.49	\$54,912.49	\$56,162.49	\$57,662.49
10	\$53,257.91	\$54,507.91	\$56,007.91	\$57,257.91	\$58,757.91
11	\$54,376.32	\$55,626.32	\$57,126.32	\$58,376.32	\$59,876.32
12	\$55,518.23	\$56,768.23	\$58,268.23	\$59,518.23	\$61,018.23
13	\$56,684.11	\$57,934.11	\$59,434.11	\$60,684.11	\$62,184.11
14	\$57,874.47	\$59,124.47	\$60,624.47	\$61,874.47	\$63,374.47
15	\$59,089.84	\$60,339.84	\$61,839.84	\$63,089.84	\$64,589.84
16	\$60,330.72	\$61,580.72	\$63,080.72	\$64,330.72	\$65,830.72
17	\$61,597.67	\$62,847.67	\$64,347.67	\$65,597.67	\$67,097.67
18	\$62,891.22	\$64,141.22	\$65,641.22	\$66,891.22	\$68,391.22
Top	\$64,211.94	\$65,461.94	\$66,961.94	\$68,211.94	\$69,711.94

25-26	1.021	1250	1500	1250	1500
Steps	BA	BA+15	MA	MA+15	CAS/EdS/2nd MA/PhD
0	\$44,994.56	\$46,244.56	\$47,744.56	\$48,994.56	\$50,494.56
1	\$45,939.45	\$47,189.45	\$48,689.45	\$49,939.45	\$51,439.45
2	\$46,904.17	\$48,154.17	\$49,654.17	\$50,904.17	\$52,404.17
3	\$47,889.16	\$49,139.16	\$50,639.16	\$51,889.16	\$53,389.16
4	\$48,894.83	\$50,144.83	\$51,644.83	\$52,894.83	\$54,394.83
5	\$49,921.63	\$51,171.63	\$52,671.63	\$53,921.63	\$55,421.63
6	\$50,969.98	\$52,219.98	\$53,719.98	\$54,969.98	\$56,469.98
7	\$52,040.35	\$53,290.35	\$54,790.35	\$56,040.35	\$57,540.35
8	\$53,133.20	\$54,383.20	\$55,883.20	\$57,133.20	\$58,633.20
9	\$54,248.99	\$55,498.99	\$56,998.99	\$58,248.99	\$59,748.99
10	\$55,388.22	\$56,638.22	\$58,138.22	\$59,388.22	\$60,888.22
11	\$56,551.38	\$57,801.38	\$59,301.38	\$60,551.38	\$62,051.38
12	\$57,738.95	\$58,988.95	\$60,488.95	\$61,738.95	\$63,238.95
13	\$58,951.47	\$60,201.47	\$61,701.47	\$62,951.47	\$64,451.47
14	\$60,189.45	\$61,439.45	\$62,939.45	\$64,189.45	\$65,689.45
15	\$61,453.43	\$62,703.43	\$64,203.43	\$65,453.43	\$66,953.43
16	\$62,743.95	\$63,993.95	\$65,493.95	\$66,743.95	\$68,243.95
Top	\$64,061.58	\$65,311.58	\$66,811.58	\$68,061.58	\$69,561.58

Progression For Steps

			Steps 25-26:
		Steps 24-25:	0
Steps 23-24:		0	1
Steps 22-23:	0	1	2
0	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	Top
15	16	17	Top
16	17	18	Top
17	18	Top	Off
18	19	Top	Off
19	20	Top	Off
20	Top	Off	Off
Top	Off	Off	Off

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: _____

**Ellsworth School Department
Sick Bank Application**

Introduction: The Sick Leave Bank is designed to provide income protection for eligible teachers who have exhausted their personal and sick leave, and who have an absence due to a serious health condition that prohibits them from performing their job. Sick leave bank days are not available for absences covered by workers' compensation or for elective surgery that is not medically necessary.

Section 1: Contact Information

Employee Name:

Address:

Phone Number:

Section 2: Reason for Request to Withdraw Days from Sick Bank

Number of days requesting from the Sick Leave Bank:

In your own words, describe the nature of your condition:

Date you were last actively at work:

Date you are expected to return to work:

Date illness/injury occurred:

Is this injury/illness work related: Yes: _____ No: _____

Section 3: Medical Provider Information

Name of attending physician:

Date physician first consulted for this illness:

Date physician last consulted for this illness:

Did illness/injury require an inpatient hospital stay? Yes: _____ No: _____

If yes, please list the dates of your hospital stay and what medical facility you were treated in:

Dates:

Name of Facility:

Section 4: Disability Retirement

I acknowledge that in the event that this request is granted, either in whole or in part, and I am subsequently deemed eligible for a Maine Public Employee Retirement Systems or Social Security's disability retirement and in fact receive a disability retirement, that I am obligated to pay back to the school system the value of the number of Sick Bank days used after the effective date of the disability retirement. Yes: _____

No: _____

Section 5: Limited Authorization to Release Information:

By signing this form, I hereby authorize the release of this form, the accompanying doctor's certificate/note, and other materials I have enclosed with this sick bank application to the designated members of the Sick Bank Committee. I also understand that a copy of these materials will be maintained by the Superintendent's Office in a confidential medical file.

Section 6: Employee's Certification

I certify that all of the statements made by me in this application for paid benefits by my publicly funded employer are true and complete to the best of my knowledge and belief and that such statements have been honestly presented. I understand providing any false or misleading information on this application shall be fully sufficient grounds to refuse to grant sick bank days to me, or, if such days have already been provided to me, to discipline me in accordance with the collective bargaining agreement and/or Maine law.

Signature: _____ Date: _____

Print Name: _____

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 CREDITS 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.