

COMPREHENSIVE AGREEMENT
BETWEEN
MAINE SCHOOL ADMINISTRATIVE DISTRICT 37
BOARD OF DIRECTORS
AND
MAINE SCHOOL ADMINISTRATIVE DISTRICT 37
TEACHERS ASSOCIATION



SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2025

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WITNESSETH

WHEREAS, the Board and the Association both recognize that providing a quality education for the children of the M.S.A.D. #37 public schools is a mutual aim, and the character of such education depends in a large measure upon the quality and morale of the members of the Association as well as upon policies and programs established by the Board, and

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

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

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

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teachers (except tutors, adult education teachers, summer school teachers, and teachers employed for less than six (6) months) employed pursuant to Title 20A, Section 13201, and Title 26 M.R.S.A., Section 962, Subsection 6 with teaching assignments which require teaching certification for at least halftime. This excludes all administrative personnel and guidance counselors.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined, and reference to male teachers shall include female teachers.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II

NEGOTIATION PROCEDURE

- A. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the M.S.A.D. #37 School system.
- B. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make binding proposals, consider proposals, and make counterproposals in the course of negotiations subject to ratification by the Board and the Association.
- C. During the life of this Agreement, neither party shall be required to negotiate any additional items or modifications, whether or not within the knowledge or contemplation of the parties at the time of the negotiations.

- D. The Board agrees to reopen negotiations with Teachers' Association's Negotiation Team by mutual written consent. Any amendments will be reduced to writing, signed by the Board and the Association, and be adopted by the Board upon ratification. Ratification will be voted on no later than ten (10) days after the tentative agreement has been signed by both parties.
- E. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation.

ARTICLE III

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 the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and state its views.

- B.
 - 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 person or persons making the claim.
 - 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 - 4. "Days" shall mean Monday through Friday excepting legal holidays.

C. TIME LIMITS

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable, in any event, not more than thirty (30) days following the close of the school year.
- 3. Any grievance filed by any person or persons shall be done so not later than thirty-five (35) working days after the incident/lack of incident being grieved.

D. **INFORMAL PROCEDURE**

1. If a teacher feels that he may have a grievance, s/he and/or a representative designated by the Association must first discuss the matter with his principal or other appropriate administrator in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of the matter, he shall have the right to have the Association's PR&R Representative within his area assist him in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. **FORMAL PROCEDURE**

1. Level One - School Principal
 - (a) If an aggrieved person is not satisfied with the outcome of informal procedures, he may present his claim as a normal grievance in writing to his principal or other appropriate administrator ... as long as provisions of C-3 are complied with.
 - (b) The principal shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the chairman of the Association's PR&R Committee.
2. Level Two - Superintendent of Schools
 - (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may, within three (3) days after the decision, or within eight (8) days after his formal presentation, file his written grievance with the Association's PR&R Committee for referral to the Superintendent of Schools.
 - (b) The PR&R Committee shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to doing so, the Committee shall provide an opportunity for the aggrieved person to meet with Committee to review the grievance and to determine appropriate documentation.
 - (c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the PR&R Committee for the purpose of resolving-the grievance.
 - (d) The Superintendent shall, within ten (10) days after the hearing, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the PR&R Committee.
3. Level Three - Board of Education
 - (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association's PR&R Committee for appeal to the Board.

- (b) The PR&R Committee shall, within three (3) days after receipt, refer the appeal to the Board.
- (c) The Board shall, within twenty (20) days after receipt of the appeal or its next regularly scheduled meeting, whichever is greater, meet with the aggrieved person and with representatives of the PR&R Committee for the purpose of reviewing the grievance.
- (d) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the PR&R Committee.

4. Level Four - Impartial Arbitration

- (a) If the Association is not satisfied with the decision of the Board, it shall notify the Board that a demand for arbitration of the grievance is being submitted to the American Arbitration Association for resolution under its Voluntary Labor Arbitration Rules. Such demand shall be submitted within twenty (20) days of the Board's decision.
- (b) The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties; however, any decision made by the arbitrator may be appealed to a court of law.
- (c) The costs for the services of the arbitrator shall be borne equally by the Board and the Association unless the grievant unilaterally withdraws the grievance during the penalty cancellation period prior to the arbitration hearing, in which case the Association shall pay the full cost of late cancellation.

F. RIGHTS OF TEACHERS TO REPRESENTATION

- 1. 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 reason of such participation.
- 2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
- 3. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure.

G. MISCELLANEOUS

- 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such grievance through all levels of the grievance procedure even though the aggrieved

person does not wish to do so. Only those who signed the grievance may benefit from any monetary award.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association's School Representative and the PR&R Committee, so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

ARTICLE IV

TEACHER RIGHTS

- A. The Board and the Association agree to abide by the provisions of Title 26 M.R.S.A., Section 963, as amended.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under State of Maine School Laws, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher on continuing contract shall be dismissed, disciplined, denied renewal of contract, reduced in rank or compensation, or deprived of any professional advantage without just cause as it relates to discipline. The above language shall not refer to renewal or non-renewal of non-teaching positions such as those of advisors, coaches, and department heads.
- D. Whenever any teacher is required to appear before the Board in a disciplinary proceeding which could adversely affect the continuation of that teacher in his/her employment or the salary or any increment pertaining thereto, then s/he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting. Any suspension of a teacher pending charges shall be with pay (not to exceed thirty (30) days pay). If resolution requires more than thirty (30) days and if the teacher is exonerated, any lost pay will be paid retroactively.
- E. In any arbitration properly invoked on the dismissal or non-renewal of the teaching contract of a continuing contract teacher, the arbitrator shall not substitute his/her judgment for that of the Board, but shall be limited to determining only whether, on the evidence presented, a reasonable person could have come to the decision reached by the Board. The arbitrator shall be governed by the standard of "preponderance of the evidence."

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to:

annual financial reports and audits, register of certified personnel, tentative public budgetary requirements and allocations, agenda of all Board meetings, census data, names and addresses of all teachers, together with information which may be necessary for the Association to process any grievance or complaint. However, in compliance with Title 20-A, M.R.S.A., Sections 6101-6102, some information will be released only to the employee and his/her representative.

- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- C.
 - 1. Representatives of the Association, the Maine Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
 - 2. The building principal and Superintendent shall receive written or verbal request for such use of facilities three days in advance of regular meetings and three hours in advance of emergency meetings and no Association meetings shall be conducted until such a time as all classes are over for that day.
- D. The Association shall have the right, subject to the approval of the principal and Superintendent, to use school facilities and equipment, including duplicating equipment, calculating machines, printers, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use subject to the approval of principal, department, and Superintendent.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board.
- F. The Superintendent shall grant leave, up to three (3) days, with pay to two (2) representatives of the Association to attend professional Association meetings. Requests for the use of these days must be made in advance and in writing, and these days are in addition to other days of leave subsequently covered in this Agreement.

ARTICLE VI

MANAGEMENT RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the Board shall continue to have all rights and authority available to it under law and to have the exclusive right to take any action it deems appropriate in the operation of the school system, in the implementation of educational policies, and in the direction of the work of employees covered herein in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the school system, direction of the employees, the right to discharge, to change assignments, to promote, to suspend, to reduce or expand staff, to transfer, to maintain discipline, to establish schedules, and to introduce new or improved methods or facilities. The Board's not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Board may exercise all rights and powers that it has or may hereafter be granted by law at its discretion without any such exercise or lack thereof being made the subject of a grievance. The exercise of any right or power of the Board or the effect

thereof shall not become the basis for a grievance or a prohibited practice complaint in and of itself nor because it is alleged to have been done inconsistently or in violation of past practice.

ARTICLE VII

SCHOOL CALENDAR

- A. The Board and the Superintendent will review and consider suggestions from the Teachers' Association President with regard to the school calendar.
- B. Once a calendar is adopted, any proposed changes in said calendar will be brought to the attention of the Teachers' Association building representatives via the agenda, except in an emergency as determined by the Superintendent.

ARTICLE VIII

NON - TEACHING DUTIES

- A. Teachers who work on Superintendent-requested activities such as, but no limited to, curriculum development, staff development, and/or special district projects between the close of school in June and the opening of school in the fall, for which compensation is not otherwise provided by this Agreement, will be compensated at a rate of \$35.00 per hour.
- B. Teacher participation in extracurricular activities shall be voluntary and shall be compensated according to the rate of pay and/or release time in Schedule B.
- C. Teacher participation in non-curricular field trips shall be voluntary.
- D. Meal and lodging costs shall be paid to teachers participating as chaperones or drivers.
- E.
 - 1. Transportation costs figured at a per mile rate shall be paid the teacher driving a private vehicle when participating in field trips or Board required activities. This per mile rate shall be the Internal Revenue Service (IRS) rate as of July 1st.
 - 2. Reimbursement for travel expenses (as mentioned above) shall be paid to the teacher for professional days approved in advance by the Superintendent.
- F. Teachers shall have duty-free uninterrupted lunch periods, whenever administratively possible.
- G. Schedule B - Hiring Procedures
 - 1. Bargaining unit members shall have the first refusal for any Schedule B positions if they are the most qualified among the internal and external candidates as determined by the Superintendent, whose decision shall be final.
 - 2. In the event that the Board creates a new Schedule B activity - one that is not listed on the existing Schedule B - the Board will have a one (1) year trial period and shall have the right to determine the stipend paid, if any. If the activity continues beyond one (1) year, the Association has the right to negotiate the stipend.

ARTICLE IX

TEACHER EMPLOYMENT

- A. Any continuing contract teacher who is to be non-renewed shall receive notice pursuant to Title 20-A M.R.S.A., Subsection 13201.
- B. Probationary teachers will be notified of their contract status for the ensuing year on or before May 14.

ARTICLE X

EMPLOYMENT OF RETIRED TEACHERS

- A. A retired teacher is defined as any teacher who was eligible to retire, who retired and severed employment, and who is receiving retirement benefits from the Maine State Retirement System and has returned to teaching pursuant to Rule 410.
- B. Any retired teacher hired or re-hired by the Board shall be hired as a probationary teacher pursuant to 20-A M.R.S.A. § 13201 and shall serve a three (3) year probationary period. The terms and conditions of the Agreement pertaining to probationary teachers shall be controlling.
- C. With respect to the initial placement on the salary schedule, the teacher shall be placed on the salary schedule consistent with the District's policy for initial salary placement.
- D. The teacher's seniority date for purposes other than the salary schedule referred to in paragraph B (including but not limited to reduction in force) shall be based on continuous employment in M.S.A.D. #37 as of the most recent date of hire or rehire.
- E. If the teacher was previously employed by the District, there shall be no entitlement to any previous benefit accruals including, but not limited to, sick leave, eligibility for other leaves, and severance benefits, and no credit for previous experience for such benefits shall be given.
- F. If the teacher continues his/her health insurance benefit through the Maine State Retirement System, the teacher shall receive premiums equal to the applicable amount to which the teacher would be entitled under Article XXIII, less the amount contributed by MSRS, toward the teacher's premium.
- G. All other terms and conditions of the Agreement shall, to the extent applicable, be controlling.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall make reasonable efforts to consider qualified volunteers to fill vacancies before making involuntary transfers pursuant to this Article.
- B. An involuntary transfer will be made in the case of an emergency, to prevent undue disruption of the instructional program, or due to changes in local conditions. The Superintendent shall notify in writing the affected teacher and the Association of the reasons for such transfer and arrange a meeting with the teacher. The teacher may, at his/her option, have an Association representative present at such meeting.

- C. Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than thirty (30) days prior to assignment.

ARTICLE XII

PROMOTIONS AND VOLUNTARY TRANSFERS

- A. The Board and the Association agree that when teaching, extra-curricular, and administrative vacancies exist, they will be advertised in a local newspaper.
- B. 1. Notice of such vacancies will be sent to the President of the Teachers' Association and the building representatives within three (3) days of the day that advertisements are sent to the newspaper or on the first (1st) working day following.
2. During the summer vacation, notices of such vacancies will be provided to teachers who pick up paychecks and mailed to the others no later than the day that the advertisements are sent to the newspaper or on the first working day following.
- C. A copy of such openings/vacancies shall be posted in the central office. The building representative of each school building shall post same in the teachers' room in his building.
- D. Adult education teaching positions/vacancies will be handled as in A and B above.
- E. Teachers wishing to transfer to a position/vacancy may apply by notifying the Superintendent's office in writing to re-activate their personnel folder.

ARTICLE XIII

PERSONNEL FILE

- A. 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein, at no cost to the teacher. It is understood that the contents of Personnel Files are strictly confidential and shall not be revealed to any unauthorized person. A teacher shall be entitled to have a representative of the Association accompany him 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 file, which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, or his designee, and if, in fact, they are judged obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file, unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had an opportunity to review (and has reviewed) such material by affixing his signature to the copy to be filed within five (5) days of its receipt, 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 within thirty (30) days, and his answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.
3. Teachers shall be given the opportunity to respond to and/or rebut any complaint, which the administration has received and brought to the teacher's attention. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaints. This provision is not intended to cover issues of teacher evaluation.

ARTICLE XIV

THE EDUCATIONAL DEVELOPMENT PROCESS

- A. The Board and the Association agree that curriculum study and revision is necessary and desirable from time to time. Such a process may be initiated by the teachers or the administration.
- B. The Board, by necessity, makes the final decision on any and all curriculum changes.
- C. The curriculum study process will necessarily include such elements as curricular changes, materials called for in such changes, and/or updating etc., as well as the necessary procedural changes.
- D. All of these changes affect teacher behavior and because the collective wisdom of practicing teachers promises greater effectiveness in the initiation, implementation, and evaluation of such changes, it is reasonable and logical that the M.S.A.D. #37 Board and Superintendent assure the teachers of the following avenues for change and development.
 - 1. Teachers shall have full freedom in presenting course content/outline or changes, and shall be able to discuss them and all their advantages with the administration at all levels.
 - 2. That once course guidelines and content are established, teachers shall have the necessary freedom to present and discuss in class relevant topics free from restraints and censorship which might interfere with their obligations to pursue truth and/or essential facts, in the performance of their teaching functions. Such presentations and discussions shall be conducted in a manner and/or form that is within the bounds of good taste, proper decorum, and customary decency. Appropriateness shall be the rule.

ARTICLE XV

SICK LEAVE

- A. All teachers employed shall be entitled to eleven (11) sick leave days for each year as of the first official day of each school year. Teachers who have been employed in the district for twenty or more consecutive years will get one (1) extra sick day (12 total). This includes personal or family illness. Teachers new to the system will be credited with such sick leave only if and when they report to work and actually work. Teachers entering during the year but after the first day will have sick leave on a proportional basis. Part-time teachers will have proportional leave. Unused sick leave may be accumulated from year to year to a maximum of 120 days.

The Board may request a physician's certificate for any employee who has:

- 1. been absent for at least five (5) consecutive days;
- 2. been absent on four (4) or more Mondays and/or Fridays;
- 3. been absent for more than ten (10) days in any school year; or,
- 4. utilized sick leave in a manner which indicates possible abuse.

The physician's certificate shall state the specific nature of the illness or disability. The Board may, at its option, request another physician's opinion. Any expense incurred by such a request for another opinion shall be borne by the Board. Failure to comply with a request for a certificate shall result in a loss of pay for the days in question.

B. A running total of sick days for each employee will be listed on each employee's paycheck

C. Sick Leave Bank

The sick leave bank is to be administered by the Board with recommendations from the Superintendent and the Association. If a teacher is eligible for disability retirement from MSRS, the teacher is not eligible to draw from the sick leave bank.

The purpose of the sick leave bank is to provide income protection for members who, because of prolonged illness, have exhausted their accumulated sick leave benefits and are temporarily unable to return to work.

Each teacher, after his/her first year of teaching in MSAD #37, who wishes to become a member of the sick leave bank shall contribute one (1) day from his/her accumulated personal sick leave to a sick leave bank each year. This "bank" may accumulate up to 80 days per school year. If under extenuating circumstances all days in the bank are used before the end of the year, teachers willing may donate another day with no teacher donating more than 2 days per year. When a teacher uses up his/her accumulated personal sick leave, he/she may draw on the sick leave bank if he/she can satisfy the conditions outlined below:

1. To qualify for sick leave from the sick leave bank, a teacher must have:
 - a. voluntarily contributed one (1) day of his/her own personal sick leave during that year;
 - b. used all of his/her personal sick leave and personal leave days; and,
 - c. provided a doctor's certificate regarding his/her illness as a prerequisite to withdraw from the bank when requested.
2. Members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.
3. Teachers must notify the Superintendent's Office if they wish to contribute, by the end of the first full month of school each fall.
4. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the Board or chooses to no longer be a member of the sick leave bank.
5. A member who uses the sick leave bank must contribute one (1) sick leave day to the bank the following year.
6. If a teacher is eligible for disability retirement from MSRS, the teacher is not eligible to draw from the sick leave bank.

D. 1. The Board and the Association agree that any teacher employed by the District before August 31, 1999, and who is retiring, may take advantage of accumulated sick leave withdrawal rights as per past contract language (see Appendix A) and in accordance with provisions required by the MSRS.

Payment for accumulated sick leave days will not be honored for teachers employed after August 31, 1999.

NOTE: This section (D-1) shall not apply to teachers dismissed as stated in Title 20A, Chapter 503, Subsection 13202; "A school board, after investigation, due notice of hearing and hearing thereon, shall dismiss any teacher, although having the requisite certificate, who proves unfit to teach or whose services the board deems unprofitable to the school; and give to that teacher a certificate of dismissal and the reasons for the dismissal, a copy of which the board shall retain. That dismissal shall not deprive the teacher of compensation for previous services."

2. The Board and the Association agree that a teacher shall indicate his/her intention of taking advantage of this section (D) no later than March 15 preceding the summer in which he/she wishes to receive the benefit. Such notification shall be in writing and requests for sick leave withdrawal made after this date will not be honored until the next fiscal year.
 3. Payment of this allowance shall be spread equally over three (3) consecutive payrolls starting with the first payroll in July.
- E. If an employee is eligible for workers' compensation benefits for an on-the-job injury, the employee shall receive full sick leave pay, providing that he/she has accumulated sick leave available, until workers' compensation benefit payments begin. Once workers' compensation benefit payments begin, the employee shall receive from his/her accumulated sick leave the difference between the amount of his/her regular gross pay less deductions for state and federal taxes and the amount received as workers' compensation. The difference shall be charged on a pro rata basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted. In no instance shall a teacher receive more "take home" pay.

Should an employee not wish to use his/her accumulated sick leave when workers' compensation benefit payments begin, he/she shall so notify the Superintendent in writing.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary leave of absence (non-accumulative) with full pay each school year. The Superintendent must receive notice and verify that the teacher requesting the leave is entitled to the day(s) of leave requested, except in the case of an emergency:
1. In accordance with Maine law, employers must grant their employees earned paid leave (EPL). Each teacher will have five (5) days a year of EPL. These days can be used for any reason and at any time. Unused EPL days will be transferred to sick leave at the end of the year.

No days without pay will be approved by the Superintendent unless in the case of an emergency.
 2. Up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations upon recommendation of the Superintendent and approval of the Board.
 3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system.

4. In the event of a death or critical illness in the immediate family, a teacher may be granted up to five (5) days leave with pay per occurrence. "Immediate family" shall mean grandparents, grandchildren, parents, in-laws, spouse, child, brother, sister, step relations, and significant other, provided that the identity of any "significant other" shall be provided by a teacher upon request from the Superintendent at the beginning of the school year in question.

In the event of a death of a close friend or other relative, an employee may be granted one (1) day's leave with pay. Two (2) days' bereavement leave may be granted for the loss of a friend or other relative that distance, travel, or involvement requires more than the one day.

Requests for such leave shall be made as soon as possible so that a suitable replacement may be found.

5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay minus any pay which he receives from the state or federal government not to exceed seventeen (17) working days.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

- C. a. Maternity leave will commence when the teacher requests relief from her teaching duties or the health of the teacher, as determined by her physician, may be affected by her continuing to teach. Maternity leaves may be taken without pay in whole or in part, or shall be treated as any other sick leave at the option of the teacher, provided she has sufficient accrued sick leave days.

A teacher may return to work after a pregnancy as soon as her physician certifies she is physically able to perform her contractual duties and she has notified the Superintendent five (5) days in advance of her return. A teacher shall be reinstated with full seniority and entitled to all benefits accumulated prior to the leave.

An extension of up to one year, without pay, subsequent to the delivery will be granted if the teacher's doctor certifies that she is physically unable to perform her contractual duties. While on extended maternity leave a teacher may elect to continue coverage under the various insurance plans, provided the teacher assumes the full cost of the total premiums and forwards the total payment to the Superintendent's office prior to the date the payments must be forwarded to the insurance company.

- b. Any teacher, prior to adopting a child of preschool age, may receive similar leave which will commence upon receipt of de facto custody of said child.

D. Professional leave may be granted at the discretion of the Superintendent.

E. All paid leave granted under the provisions of this collective bargaining agreement which are for the types of leave eligible under the federal Family and Medical Leave law will be charged against a teacher's paid leave entitlement. Once paid leave granted under these provisions is exhausted, any additional leave for which a teacher may be eligible under the federal Family and Medical Leave law shall be unpaid.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or service as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship or Fellowship for the purpose of increasing competence in teaching areas.
- B. A teacher on continuing contract status may be granted leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. Upon request, the Board shall grant to no more than two (2) teachers, unless there are extenuating circumstances, each of whom have at least three (3) years service to MSAD #37, one (1) year of unpaid leave of absence. Such requests should be made in writing no later than April 15th to the Superintendent and the Board. Terms acceptable to the administration shall be put in writing prior to the commencement of the leave of absence, and the teacher must notify the Superintendent in writing of his/her intention of returning to work no later than April 1st of the subsequent year.
- D.
 - 1. Upon return from leave granted pursuant to Section A or B of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward fulfillment of the time requirements of acquiring continuing contract status.
 - 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
 - 3. All extensions or renewals of leaves shall be applied for in writing to the Superintendent by April 15th.
 - 4. All above articles are predicated upon written recommendation of the Superintendent and written approval of the Board.

ARTICLE XVIII

SABBATICAL LEAVES

- A. A sabbatical leave of one half or one full year for study or travel shall be granted to a teacher by the Board subject to the following conditions:
 - 1. Sabbatical leaves will be granted to a maximum of two (2) teachers at one time. Requests for sabbatical leave may be approved by the Superintendent and the Board.
 - 2. Requests for sabbatical leave must be received by the Superintendent in writing no later than March 1, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher must have completed at least seven (7) full school years of service in the District, and agree, in writing, to serve the District for no fewer than two (2) additional years.
4. A teacher on sabbatical leave (either for one-half [$\frac{1}{2}$] of a school year or for a full school year) shall be paid by the Board at fifty per cent (50%) of the salary rate which he would have received if he had remained on active duty if said leave is for study. The teacher may elect to continue health insurance coverage at his/her own expense during the sabbatical. Course reimbursement will be paid upon successful completion of courses; however, sick leave or other paid leaves will not be available during this period.
5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
6. Previously accumulated unused leave days will be restored to all teachers returning to the District from sabbatical leave.
7. Prior to the leave, the teacher will be required to sign an individual agreement which will list the terms and conditions of leave and the payback requirements if the teacher fails to complete the sabbatical leave or fails to return for two years.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and improvement of instruction.
- B. The Board agrees to the following:
 1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training session, or other such sessions which a teacher is required and/or requested by the administration to take.
 2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

ARTICLE XX

DUES DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from teachers' salaries money for local, state, and/or national association services and programs as authorized by the teacher(s). These monies will be transmitted to the appropriate associations.

- B. The local Association shall certify to the Board in writing the current rate of local, state, and national member dues. In the event any association changes the rate of its membership dues, the Association shall give the Board and its membership written notice prior to the effective date of such change.
- C. The Association shall indemnify and hold the Board harmless against any and all claims and suits which arise by reason of any action taken or not taken in making deductions of said dues and fees and remitting the same to the Association pursuant to this article.

ARTICLE XXI

REDUCTION IN FORCE

A. POSITION ELIMINATION

- 1. If the Board is contemplating the elimination of any teaching positions, it (or its designee) will notify the Association. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any teaching positions.
- 2. A decision by the Board to eliminate any teaching position shall not be subject to the grievance procedure or arbitration.
- 3. In the event that the Board decided to eliminate any teaching position, it shall give the Association prompt written notice of the positions to be eliminated.

B. SELECTION OF TEACHERS FOR LAYOFF

1. Except in the case of probationary teachers who are not reemployed for the following school year, the selection of the teacher(s) to be terminated as a result of the elimination of any teaching position(s) shall be made in accordance with the following terms:

- a. Within each affected impact area, teachers shall be laid off in inverse order of seniority except as modified hereinafter. In considering the teachers within an impact area, the criteria that the Board may consider include, but shall not be limited to, academic preparation, certification, extra-curricular activity involvement, length of service, performance evaluation, and teaching experience.
- b. The following impact areas shall be used:
 - (1) K-8
 - (2) 9-12
 - (3) K-12 (District wide) areas by specialty:
 - Art
 - Music
 - Physical Education
 - Special Education
 - (4) Federally funded teaching positions

Once the No Child Left Behind legislation is fully implemented, teachers must meet the NCLB standards in a rifting situation.

- c. Seniority shall be based on continuous employment in M.S.A.D. #37. When two or more teachers have the same length of continuous employment in M.S.A.D. #37, the teacher with

the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority. Periods while a teacher is either on an approved leave of absence, or on layoff subject to recall as described below shall not be considered a break in continuous employment in M.S.A.D. #37 and shall be counted in the computation of seniority.

C. **SENIORITY LIST PREPARATION**

1. The Superintendent shall provide the Association and post in all designated teachers' rooms a seniority list by October 30th of each subsequent year. All teachers shall be listed in the impact area reflecting their current assignment, in descending order of seniority. The list shall show each teacher's name, date when the teacher's continuous employment in M. S.A. D. #37 began, and, if relevant to determination of seniority order, the teacher's total teaching experience. Teachers whose current assignment is in more than one impact area will be listed in the impact area in which they spend the major portion of their school day.
2. Any disagreement with the list must be reported by the Association to the Superintendent (or if by a teacher, to the Association and the Superintendent) within ten (10) days after delivery of the list to the Association and posting. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this ten (10) day review period, will be made only by mutual agreement of the Superintendent and the Association. Should an agreement not be reached, the Superintendent's list is the controlling factor.

D. **RIGHTS UPON LAYOFF**

1. Notice

A teacher who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the Association.

2. Benefits

A teacher who is notified that he or she is to be laid off shall be granted up to three (3) days leave with pay, upon request to and approval by the Superintendent, for the purpose of seeking alternate employment.

Teachers who have been laid off may participate at their own expense in the District's group health insurance plan for such period as is permitted under the insurance contract, not to exceed two (2) years from the effective date of layoff.

3. Recall List

The Superintendent shall establish a recall list by impact area of all continuing contract teachers who are on layoff status. The recall list shall be posted in each building and a copy shall be provided to the Association President.

A teacher who has been laid off will be listed on the recall list within the impact area from which the layoff occurred.

4. Recall

Continuing contract teachers shall remain on the recall list for a period of up to three (3) years from the date of severance or until they have either refused an offer of a position of an equivalent amount of time from the Board or have signed a contract elsewhere for a position of an equivalent amount of time. It is the responsibility of the teacher to inform the Superintendent in writing of changes in job status and to furnish the Superintendent with a current mailing address.

The Board (or its designee) shall mail to the Association and to each teacher who is eligible for recall consideration a list of all existing and anticipated teaching vacancies as soon as each opening is known. It shall be the responsibility of the teacher to keep the Superintendent notified of the teacher's current mailing address.

Teachers who wish to be considered for such a vacancy shall inform the Superintendent within ten (10) days of the notification letter of their interest in the available position(s). A teacher eligible for recall consideration shall retain the right to reemployment in any available position within the teacher's impact area for which the teacher is qualified (by academic preparation, certification, extracurricular activity involvement, length of service, performance evaluation, and teaching experience.) and interested, prior to the employment of new hires. Where more than one teacher who is eligible for recall consideration is qualified for and interested in recall to a position, recall shall occur in order of seniority. If a teacher is offered reemployment in accordance with these terms and refuses, the teacher shall forfeit further eligibility for recall consideration.

All benefits to which a teacher was entitled at the time of layoff, including unused accumulate sick leave and credits toward sabbatical eligibility, shall be restored upon return to active employment.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and both the Board and the Association shall carry out the commitment of both parties contained herein and give full force and effect to this Agreement.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract, heretofore or hereafter executed, between the Board and an individual teacher, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. The Board agrees to provide the Association, no later than Monday preceding the next Board meeting, a copy of the Board's Agenda. Furthermore, a copy of the Board's Minutes will be made accessible to the Association.

- F. Copies of this Agreement shall be printed at an equally shared expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or seriously considered for employment by the Board.
- G. 1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scopes of their teaching certificates and/or their major or minor fields of study except in an emergency.
2. Furthermore, the Board agrees, whenever possible, to maintain an adequate list of substitute teachers. If a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute shall be avoided whenever possible.
3. a. The responsibility of any class not covered by an authorized substitute shall not rest upon any teacher within the school district except in case of bona fide emergency.
- b. Teachers who are assigned to more than one school per day and as a result are required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the appropriate rate (as in Art. VIII, D.2).

ARTICLE XXIII

PROFESSIONAL COURSE REIMBURSEMENT

- A. Courses which teachers take that have been approved by the Superintendent in writing at least thirty (30) days prior to the beginning of said course shall be paid up-front by the district until a cap of \$50,000 is met. However, teachers must receive a grade of B or better in the course and must submit their grade to the office after completing the course. If this is not accomplished, the cost for the course and any associated fees will be deducted from the teacher's last month's paycheck(s) (or earlier if the teacher so desires).
- Should funds run out in the current school year, teachers may pay for the course and request reimbursement in the next fiscal year in the order that their requests were approved.
- B. Total payment shall not exceed, in any case, the cost of the course and associated fees. Total reimbursement shall not exceed \$4,500 per teacher in any one budget year, July 1 through June 30.
- C. Prior approval is necessary to qualify for payment and should meet one of the following conditions:
1. The course is taken as part of a degree-granting program to which the student has previously been admitted.
 2. The course is clearly within the teacher's field as determined by his teaching assignment and the course has forty-five (45) hours of classroom instruction time.
 3. The course is one that is specifically required for renewal of a current and valid teaching certificate.
- D. Reimbursable expenses are limited to tuition fees, registration charges, cost of textbooks, technology fees, and activity fees.
- E. An annual system-wide reimbursement will not exceed \$50,000.

- F. Teachers will be eligible for payment of courses under this Article only for courses taken after the bachelor's degree. Payment will not be paid for courses taken to qualify the teacher for his/her first certificate.

ARTICLE XXIV

INSURANCE PROTECTION

- A. The Board shall provide usual, customary, and reasonable coverage with major medical health insurance. The Board will provide a maximum allowance equal to the cost of the single subscriber Standard plan.
- Teachers who do not insure with the district are eligible for a yearly \$1,000 stipend; proof of insurance is required.
- B. A teacher on extended leave of absence (see Article XVI) may continue his/her health insurance with the group at his/her own expense.
- C. The Association agrees that the Board may avail itself of another health insurance company that provides at least equal benefits

ARTICLE XXV

DECLARATION OF INTENT

The Board of Directors and the Teachers' Association, having completed negotiations in good faith and having reached an agreement by both parties, therefore wish to express the following declaration of intent concerning the purposes of their signed Agreement.

Whereas the purpose of these negotiations has been to reach accord on general working conditions, and employment of our teaching personnel and for proper control of curriculum, textbooks, school year, and related educational matter.

Therefore, be it declared by the Board and the Teachers' Association, that upon reaching accord by issuing this Agreement between both parties, that the intent of both parties is to declare that the general welfare of the entire school system and the education of each individual student is paramount and that nothing in this Agreement shall be construed to hinder or obstruct this expressed intent of purposes and goals.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement entered into this 30th day of March, 2022, by and between the M.S.A.D. #37 Teachers' Association (hereinafter called the "Association") affiliated with the Maine Education Association and the National Education Association and the M.S.A.D. #37 School Board (hereinafter called the "Board") affiliated with the Maine School Boards Association and the Maine School Management Association. M.S.A.D. #37 is made up of the towns of Addison, Columbia, Columbia Falls, Harrington, and Milbridge Maine.
1. The Agreement shall be effective as of September 1, 2022 and shall continue in effect until August 31, 2025.

2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
 3. It is mutually understood and agreed that the salary shown for each step is for the specific limited time that this Agreement is in effect. The step increases will not be granted during the period after this Agreement expires and before a successor Agreement is ratified. No step increase or any other salary increase shall be effective until such time as a successor agreement is ratified, and only according to the settlement terms of said successor Agreement.
 4. Except as provided above, other provisions of this contract will remain in effect after its expiration during the period prior to impasse or execution of a successor contract to such extent as may be required by Maine law, subject to the 3-year limitation on such contracts as provided by law.
- B. This Agreement supercedes and replaces any such contracts or other Agreements which as of the date hereof are agreed to be no longer of any force or effect.
- C. In Witness whereof the parties heretofore have caused this Agreement to be signed by their respective representatives as stated below.

M.S.A.D. #37 TEACHERS' ASSOCIATION M.S.A.D. #37 BOARD OF DIRECTORS

By Mrs. Robin Pined
Its President

By Debra Murphy
Its Chairman

By Mrs. Robin Pined
Its Negotiations Chairperson

By Mark W. Ding
Its Negotiations Chairperson

By Mrs. Robin Pined
Its Negotiations Spokesman

By Mark W. Ding
Its Chief Negotiator

**SCHEDULE A
MSAD #37 TEACHER SALARY SCHEDULE
2022-2025**

YEARS	EXP STEP	BA	MA
0	0	\$41,000	\$42,100
1	1	\$41,000	\$42,100
2	2	\$41,800	\$42,900
3	3	\$42,600	\$43,700
4	4	\$43,400	\$44,500
5	5	\$44,200	\$45,300
6	6	\$45,000	\$46,100
7	7	\$45,800	\$46,900
8	8	\$46,600	\$47,700
9	9	\$47,400	\$48,500
10	10	\$48,200	\$49,300
11	11	\$49,000	\$50,100
12	12	\$49,800	\$50,900
13	13	\$50,600	\$51,700
14	14	\$51,400	\$52,500
15	15	\$52,200	\$53,300
16	16	\$53,000	\$54,100
17	17	\$53,800	\$54,900
18	18	\$54,600	\$55,700
19	19	\$55,400	\$56,500
20	20	\$56,200	\$57,300
21	21	\$57,000	\$58,100
22	22	\$57,800	\$58,900
23	23	\$58,600	\$59,700
24	23+	\$59,400	\$60,500
25	23++	\$60,200	\$61,300
For those on 23++ in '21-'22		\$61,000	\$62,100

For 2023-2024 and 2024-2025, those at the top of the scale will receive the same \$800 increase that all other steps are receiving.

Any teacher acquiring further degrees beyond a Masters' Degree and/or becoming National Board-Certified Teachers shall be compensated \$2,000 above their step.

SCHEDULE B
NON-ATHLETIC STIPENDS September 2022-August 2025

<u>ADVISORS</u>	
Freshmen Class Advisor*	\$750*
Sophomore Class Advisor*	\$750*
Junior Class Advisor*	\$1,000*
Senior Class Advisor*	\$2,000*
French Club	\$800
Spanish Club	\$800
Future Career & Community Leaders of Maine (FCCLA)	\$800
Destination Imagination Advisors and Coordinator	\$800
Math League	\$500
National Honor Society	\$400
Outdoor Club	\$800
Student Council (elementary and secondary)	\$500
Yearbook, if separate from curriculum	\$3,000
School Newspapers or Reporters	\$450
Laptop Leaders (elementary)	\$530
8 th Grade Class Advisors	\$750
<u>PEP BAND</u>	
Regular games	\$50
Half-day Tournaments	\$125
Full-day Tournaments	\$250
<u>PLAYS</u>	
One-act, elementary	\$400
One-act, secondary	\$600
Three-act, elementary	\$800
Three-act, secondary	\$1,000
Musical, secondary	\$1,000
Musical Accompanist, secondary	\$1,000

*If an advisor has followed the class all four years, they will receive a \$1,000 bonus as Senior Class Advisor.

APPENDIX A

ARTICLE XIV – SICK LEAVE

- D. 1. Any teacher retiring from the system after at least eight (8) consecutive years of employment with MSAD #37 shall be compensated on a per diem basis for one half (½) of his/her accumulated sick leave.

The maximum accumulated sick leave days available from MSAD #37 over a teacher's career shall be 120 for purposes of this computation (60 days is the maximum benefit to be received; the total cannot exceed 60.)

GRANDFATHER CLAUSE: Teachers who meet the following conditions will not be subject to the above if both the following conditions are met:

- a. Teacher is presently employed; and,
- b. Teacher has received the benefit already.

APPENDIX B

BOARD AGENDA AND MEETINGS

- A. The Board shall place on the agenda of the earliest possible meeting and (at the discretion of the Superintendent) of each regular Board meeting any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office seventy-two (72) hours prior to said regular meeting if it is an emergency; otherwise seven (7) days notice will be required.

- B. The issue of the Association's issues being placed on the Board's agenda is understood by both parties to be a non-mandatory subject of bargaining and shall not be subject to the grievance procedure contained in this Agreement.

APPENDIX C

TEACHER EVALUATION

- A.
1. All monitoring or observation of the work or performance of a teacher shall be conducted openly and with knowledge of the teacher.
 2. Teachers shall be evaluated only by persons certified by the Maine State Department of Education to supervise instruction within the teachers' subject area except the Superintendent of Schools and personnel in the teachers' building, such as the building principals, the department heads, by the School Board when required by law. No teacher will be subjected to a team evaluation of more than three members.
 3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators within a week. No such report shall be submitted to the central office, 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.
- B.
1. The evaluation form used to evaluate a teacher shall include the teacher's name, evaluator's name, school and date or dates of evaluation. This form is a comprehensive evaluation form developed by a team of administrators and teachers.
 2. Such evaluation reports are to be provided for probationary teachers at least three (3) times each year; the first not later than Thanksgiving and the third not later than February vacation for teachers who are employed at the beginning of the school year. Teachers that are employed between the beginning of the school year and Christmas vacation shall be evaluated at least twice during the school year. Teachers employed after Christmas vacation shall be evaluated at least once during the school year. For purposes of this section the teacher year, when possible, shall be considered to commence on the first day of school after February vacation and end on the last day of school prior to February vacation in the following school year. (The intent here is to structure evaluation schedules such that evaluations take place after February vacation as well as before.)
- C. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Appendix.
- D. As an addendum to this Appendix on teacher evaluation, all provisions shall apply except in cases where facts indicate, beyond a reasonable doubt, that an emergency exists which endangers the health and welfare of the student body as determined by the Superintendent and the Board.
- E. The issue of teacher evaluation is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Board although subject to a meet and consult requirement. This Appendix does not constitute a contractual obligation on the part of the Board and shall not be subject to the grievance procedure contained in this Agreement.

APPENDIX D

TEXTBOOKS

- A. Textbook selection is reserved to the Board by statute. The Board recognizes the professional competence of the teachers to review methodically and consider new textbooks series when the need for same is justifiable.
- B. The Board agrees that the building principal and the Superintendent will consider and review teacher suggestions in the matter of textbook selection.
- C. The Board and the teachers agree that choices of textbook series to be recommended to the Board by the teachers shall be made in a precise and methodical manner and shall include reasons for discarding series studied as well as for choosing a particular text.
- D. The issue of textbooks is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Board although subject to a meet and consult requirement. This Appendix does not constitute a contractual obligation on the part of the Board and shall not be subject to the grievance procedure contained in this Agreement.