

***AGREEMENT BETWEEN THE
MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 1***

AND THE

***NATIONAL EDUCATION ASSOCIATION/MAINE EDUCATION
ASSOCIATION
AND
THE MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 1
EDUCATION ASSOCIATION***

CONTRACT YEAR(S)

2021-2024

ARTICLE 1
RECOGNITION

The Board of Directors of M.S.A.D. No. 1 hereby recognizes the M.S.A.D. No. 1 Education Association as the exclusive representative for all full and part-time (50% or greater) teachers and secondary guidance counselors, librarians, and school nurses who are public employees pursuant to 26. M.R.S.A. §962(6). It is agreed that when there are new instructional positions that both parties will meet and consult to determine if governed by this agreement.

ARTICLE 2
DEFINITIONS

A. BOARD - Whenever the term "Board" is used, it refers to the Maine School Administrative District No. 1 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.

B. GENDER - All references made by gender, masculine or feminine, shall apply to all teachers regardless of sex.

C. NUMBER - Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.

D. PRINCIPAL - Whenever the term "Principal" is used, it is to include any principal or assistant principal who does not teach full time.

E. SCHOOL - Whenever the term "School" is used, it is to include any work location or functional division.

F. SUPERINTENDENT - Whenever the term "Superintendent" is used, it is to include the Superintendent of Schools of the Maine School Administrative District No. 1, or any person whom the Superintendent or the Board specifically designates to act for him in any particular situation or class of situation.

G. TEACHER - Whenever the term "teacher" is used, it shall refer to all full-time regular classroom teachers. Unless specifically indicated it shall not include secondary guidance counselors, librarians, and school nurses. Further, the word "teachers" shall not include (a) evening school personnel while acting as such, (b) summer school personnel while acting as such, (c) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program or after school extra-curricular programs while acting as such, and (d) or substitutes.

H. ASSOCIATION - Whenever the term "Association" is used, it shall mean the M.S.A.D. No. 1 Education Association.

I. RETIRED TEACHER – Whenever the term “retired teacher” is used, it shall refer to all teachers as defined in Section G above who also have (1) terminated their employment for purposes of retirement under the Maine Public Employees Retirement System (MainePers) and (2) have subsequently been rehired and returned to service as a teacher in M.S.A.D. No. 1.

J. PARAPROFESSIONALS - Whenever the term "Paraprofessionals" is used, it shall apply to teacher aides, teacher assistants, and teacher associates as defined by the State Department of Educational and Cultural Services and to any other similar auxiliary personnel categories that may be established by that department.

K. PROBATIONARY TEACHERS: Pursuant to 20-A M.R.S.A. § 13201, each teacher shall serve a probationary period before being entitled to receive a "continuing teacher contract."

ARTICLE 3
GRIEVANCE PROCEDURE

A. Purpose

1. For the purpose of this Agreement, the following procedure is to secure at the lowest possible level solutions to disagreements or disputes between the Board and any teacher or group of teachers involving only an alleged specific and direct violation of express language of a specific provision of this Agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this Agreement.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate administrator having authority to adjust grievances, and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

3. Both parties recognize that the grievance procedure must be available without any form of discrimination because of its use.

B. Definitions

1. A "grievance" is a claim based upon an event or condition where there is a disagreement or dispute as to the interpretation, meaning or application of any of the provisions of this Agreement.

2. A party in interest is the person, persons, or Association 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.

When a grievance involves more than one person, all grievants shall be named. When the grievant is the Association, the aggrieved person(s) must be named.

3. "Days" shall mean Monday through Friday, excluding 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. If a step in the grievance procedure should fall within a school vacation or recess, the prescribed time limits shall be extended if the grievant, witness, or any key person on either side of the grievance gives advance notice in writing that he/she is either (1) not going to be in Aroostook County or (2) is gainfully employed in a recess job from which he/she cannot be excused.

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 time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

D. Informal Step - Principal or Principal and his Designee

In order for a teacher to have a grievance adjusted, the teacher shall present his complaint, either orally or in writing, to his immediate administrative authority, beginning with the Principal, or the Principal and his designee, except in the case of the school nurses, whose immediate administrative authority shall be the Head Nurse, within fifteen (15) days following the treatment, act, or condition, which is the basis of his grievance or complaint or the grievance shall be waived. Said administrative authority shall provide a written reply to a written grievance or an oral reply to an oral grievance within five (5) days of the grievance.

E. Step One - Superintendent or Superintendent and his Designee

If the teacher is not satisfied with the disposition of his grievance at the informal step, he may appeal to Step One within five (5) days of the receipt of the informal stage decision. The Superintendent shall review the materials submitted to him, shall discuss the issue with the parties involved, and shall render a written decision within ten (10) days from the date of receipt of the appeal.

F. Step Two - The Board or the Board and their Designee

If the teacher is not satisfied with the disposition of his grievance at Step One, he may appeal to Step Two within ten (10) days of receipt of the Step One decision. All

appeals to the Board shall be submitted in writing to the Superintendent who shall notify the Chairman of the Board within five (5) days. The Board shall, within fifteen (15) days from the date of the Superintendent's receipt of the appeal, meet with the teacher in executive session for the purpose of reviewing the grievance. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefor in writing to the teacher.

G. Step Three - Binding Arbitration

1. If the teacher is not satisfied with the disposition of his grievance by the Board, within ten (10) days from the date of receipt of the decision, the Association shall notify the Board of an intent to proceed to arbitration. Within ten (10) days of receipt of such notice of intent, the parties shall attempt to mutually agree upon an arbitrator. Absent mutual agreement within the ten (10) day period, the Association shall then concomitantly notify the District and the American Arbitration Association (AAA) of its intent to utilize the procedures, rules and regulations of the AAA.

2. The only disputes which may be taken to arbitration shall be disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement. The arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.

3. All costs associated with the arbitrator shall be shared equally by the parties.

4. The decision of the arbitrator is binding on the parties, subject only to judicial review as provided by law.

H. At no point prior to an official hearing or meeting of the Board, at which time the grievance is being resolved, shall the teacher concerned or other teachers discuss informally with members of said Board or any one of them the subject of the employee's grievance or matters relating to the substance of the grievance.

I. Nothing in these sections denies the right of the teacher to secure advice, counsel, and representation from any person and/or appropriate committee of the Association concerning the alleged grievance which shall have the responsibility of following the appropriate administrative channels.

J. If in the judgment of the Association or a group of teachers a grievance affects a teacher or a group of teachers within a single school, a grievance shall be submitted to the Principal and the processing of such grievance shall be in the same manner and according to the same time schedule for an individual teacher. If said group of teachers shall be from more than one building, the submission shall be to the Superintendent.

K. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and they

shall not be made available to any other school system except with the written permission of the teacher.

L. Nothing in this agreement denies the right of the employer to secure advice, counsel, and/or representation at any stage of the grievance procedure.

ARTICLE 4
BASIC WAGES

A. Basic Salaries

1. For the **2021-2024** school years the annual salary of teachers will be paid in twenty-six (26) installments due every other Friday and available by 11:00 a.m. except in cases of emergency. Proper payroll deductions shall be made from all such payments for insurance programs, retirement, and other authorized deductions. All employees payroll will be by direct deposit.

2. When a pay day falls on or during a school holiday, teachers may receive their pay checks on the preceding day.

3. The salaries of all teachers covered by this Agreement are set forth in appropriate appendices which are attached hereto and made a part hereof. If legislative action mandates and funds adjustments of teachers' salaries during the life of this contract, salaries shall be renegotiated.

4. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of each school year.

5. Continuing contract teachers who are not reelected for the following year shall be notified by February 15. Probationary teachers who are not reelected shall be notified by May 14. (Pursuant to 20-A MRSA § 13201.)

6. For the purpose of determining the number of years of experience credit for any teacher on the basic salary schedule, the following shall apply:

a. A "year" shall be defined as any school year during which the teacher served as a full-time teacher or school administrator for thirty-six (36) or more weeks, which is to be interpreted as one hundred eighty-one (181) or more days with the exception that the total number of weeks worked by a teacher in any one or more partial years shall be divided by 36 to determine the number of full years of experience credit, and with the further exception that if the number of weeks in the remainder is eighteen (18) or more weeks, after the above computation of the number of full years of experience credit is made, the teacher shall be granted an additional year of experience credit.

b. Prior experience other than full-time teaching or school administration experience shall be evaluated by the Superintendent, and credit may be given for said experience if in the evaluation by the Superintendent it is determined that such experience credit is justified on the basis of its financial costs and potential education benefit to the district. It is understood that such other experience may be given no credit, partial credit, or full credit depending upon its justification.

B. Salaries for Added Assignments

1. The salaries of all teachers for added assignments covered by this Agreement are set forth in Schedules A and B which are attached hereto and made a part hereof.

2. Employees with seasonal added assignments will be paid at the completion of the assignment.

3. Employees with year-round assignments will receive their salary in 26 equal installments or at the end of the activity in a lump sum at the discretion of the employee.

4. In lieu of payment options in 2. and 3. above, employees may receive a separate check for any payment due under Schedules A and B according to this schedule:

- a. For any seasonal assignment ending prior to December 31 of each year, a separate check will be provided on or before December 20 of that year.
- b. For any seasonal assignment ending prior to June 30 of each year, a separate check will be provided on or before June 20 of that year.
- c. For any year-round assignment separate checks for 50% of the total stipend will be made prior to December 20 and June 20 of each year.

C. Reimbursement for Travel

Teachers may be required to use their own automobiles in the performance of their duties. Itinerant teachers shall be reimbursed at the IRS rate for the duration of the Contract, for required daily travel after arrival at the first work location.

D. Insurance Benefits

1. **Effective July 1, 2021**, the District shall contribute up to **one thousand eight hundred seventy-seven dollars (\$1,877) per month**, per employee, towards the cost of a group family medical insurance plan selected by the teachers and provided through the District, not to exceed the cost of the equivalent plan offered at the MEA Choice Plus benefit level. **Beginning July 1, 2022 and effective for the 2022-23 school year, the District shall contribute up to one thousand nine hundred fifty two dollars (\$1,952) per month to the above insurance, and beginning July 1, 2023 and effective**

for the 2023-24 school year, the District shall contribute two thousand forty dollars (\$2,040) per month to the above insurance.

2. This dollar amount may, at the option of each individual teacher, be applied towards the cost of a group family medical insurance plan selected by the teachers and provided through the district except that effective July 1, 2019 any employee electing the MEA Standard Plan shall be capped at the MEA Choice Plus Benefit Level. At no time will the district pay more than the cost of the plan selected by the teachers. Any employee not carrying the group medical insurance in his/her name or any employee whose medical insurance premium does not exceed one hundred fifteen dollars (\$115.00) per month shall be paid a total monthly benefit of one hundred fifteen dollars (\$115.00). As of August 12, 1996, only those employees receiving the cash-in-lieu of insurance benefit will be eligible for the \$115.00 fringe benefit. Teachers hired after September 1, 1996 will not receive any cash-in-lieu of health insurance payments.

3. Staff members may choose any medical insurance benefit plan currently offered through the MEA Benefit Trust; however, the District contribution is limited to the MEA Choice Plus Plan except as provided in Section 2 above.

4. Employees who have a spouse that works in the District may combine their annual contribution towards a plan of their choice, with the same conditions as in Section 2 above.

5. An employee may be sent home sick by the school nurse if the principal in the employee's assigned building feels they are not able to perform the duties assigned.

E. Reimbursement for Professional Study

Any teacher employed on a full-time basis in MSAD #1 shall be eligible for reimbursement for professional study within the field of education approved by the Superintendent under the following provisions:

1. On forms to be furnished by the Superintendent, the teacher shall apply for prior approval by his/her principal and by the Superintendent of courses within the field of education. First priority shall be given to teachers pursuing a degree in the area or field that they teach or are certified. So long as tuition costs do not exceed Section 6 below, no teacher will be prevented from pursuing an advanced degree in the field of education.

2. A reimbursement of actual tuition costs, up to the the University of Maine System per graduate credit hour cost shall be made for each credit hour of prior approved professional study successfully completed with a passing grade of a B or higher for a masters course at any accredited institution or in any other program approved by the Superintendent.

3. Reimbursement will be made for no more than twelve (12) credit hours of study earned in any one school year. Teacher may with the approval of the Superintendent request a waiver of the maximum credit hours if they are part of a cohort.

4. Reimbursement shall be made after a grade report and proof of payment of tuition are submitted to the Superintendent. Teachers will receive pre-payment upon request for approved courses, provided that the teacher signs an agreement to reimburse MSAD #1 if the course is cancelled; not completed successfully, passing or a B or higher for a masters course; or the teacher is no longer under contract with MSAD #1 when the course is completed.

5. Before receiving reimbursement for professional study leading to a new certification or degree, under the provisions of this Article 4, Section E, any teacher on continuing contract shall agree in writing with the Board that he or she will remain employed in the district for a period of not less than two years following the date of reimbursement, and also that, in the event of a breach of this agreement, he or she will repay to the district all sums reimbursed for professional study in the previous two years. This clause will take effect at the beginning of this contract.

6. The total amount budgeted for tuition, each year, for the duration of this contract shall not exceed \$75,000. Approved tuition will be processed in the order it is received, if it is unclear the order of request the approval will be based upon seniority.

F. Pay for Additional Work

1. For each week day a teacher is required in writing or granted permission in writing by the Superintendent or Principal to work beyond the teacher's regular work year, a teacher shall be paid at the per diem rate of his/her annual salary. This section shall not pertain to any program or project that is funded with a grant.

G. Reimbursement for Certification/Endorsement Fees

1. The District will reimburse teachers up to \$100 for certifications and endorsements required by law for the teacher to fulfill his/her designated assignment(s).

ARTICLE 5
LEAVES WITH PAY

A. Sick Leave

1. At the beginning of each school year, teachers shall be granted eleven (11) sick days. These sick days may be used for the following purposes:

a. Personal and family illness: family shall be defined as spouse, children, parents, grandparents, siblings, in-laws, step-children or a person residing in the household of the employee.

b. Teachers who exhaust these 11 family sick leave days may request additional day(s). These additional days will fall under current FMLA guidelines of up to twelve weeks. If the teacher should have accumulated days within their personal bank, they may be allowed to use them for this purpose, at the discretion of the Superintendent on a case-by-case basis. Otherwise the additional FMLA time will be unpaid.

2. The Board may request a doctor's certificate in the case of any sick leave that requires an absence of a teacher for five (5) or more days. Nothing in this section prevents the use of FMLA by an employee.

3. Sick leave may be accumulated to a maximum of one hundred and fifty (150) days. Teachers who have already accumulated 150 days will continue to be granted eleven (11) days at the beginning of each school year. These 11 days shall be available for use during the year in which they are granted, but any unused days shall be forfeited at the end of each school year.

4. Teachers who retire shall be paid **three hundred forty-five (\$345)** for up to thirty (30) days of unused sick leave for the duration of this contract. Retired teachers shall not be entitled to the benefits of this section.

5. At the beginning of each school year each teacher shall be notified of the total number of days of personal sick leave he/she has accumulated.

6. No credit on the salary or seniority schedule shall be granted when an employee takes an unpaid leave of absence and will miss 91 days or more in a school year.

7. Maternity Leave: Employees will be allowed to take eight (8) weeks of paid leave using their own sick leave and personal/paid leave days as well as sick bank days, if a member of the bank, without a doctor's note. Paid leave can be continued to be used from those sources after the eight (8) weeks of paid leave if a doctor's note is provided documenting the medical necessity for the employee to remain out. If there is no medical necessity for additional leave after eight weeks, an employee can take an additional unpaid leave for up to an additional four (4) weeks – not to exceed twelve (12) weeks in total – by giving notice to the Superintendent. Any employer health insurance premiums contributions will continue during this unpaid leave.

B. Sick Leave Bank

1. At the beginning of each school year, any teacher may voluntarily contribute one (1) day of his/her accumulated sick leave to a central sick leave bank.

Sick leave bank forms will be distributed and collected by building principals. Such bank will be administered by a joint committee consisting of two (2) teachers appointed by the Association and two (2) members appointed by the Board.

2. Accumulated sick leave days must be used before a teacher is eligible to draw sick bank days, except that probationary teachers may draw a maximum of ten (10) days from the bank.

3. When a teacher has used fifteen (15) days from the sick leave bank, he/she must apply to the Committee for up to fifteen (15) additional days, and each application must be accompanied by a doctor's certificate. In the case of a tie vote, the Association's position shall prevail.

4. No teacher shall be allowed to use more than 45 days per year from the bank. Except as limited by section #2 for probationary teachers.

5. If during the course of a year the bank falls below the number of days that may be needed, members of the bank may volunteer an additional day.

6. Any days left over in the bank at the end of the school year shall be carried over to the next year. Available sick bank days will be capped at 200.

7. When the bank has two hundred days (200) no additional days will be subtracted from participating members, until the bank days drop below fifty (50) and then one (1) day will be taken from each participating member.

8. No employee may receive sick days from the sick bank unless they have contributed sick time themselves. See Section #1.

9. Sick bank time may not be used for the illness of a family member.

10. Teachers applying for sick leave bank days while on the eight (8) weeks of paid maternity leave or the medically necessary time after the eight (8) weeks under Article 5 shall be considered to meet the criteria of this Section.

C. Funeral Leave

1. Teachers shall be granted leave without loss of pay to a maximum of three (3) consecutive working days, within five (5) calendar days at any one time occasioned by the funeral of a parent, in-law, spouse, child, brother, sister, grandparent, grandchild, aunt, uncle, stepparent, or stepchild.

2. Teachers shall be granted leave without loss of pay one (1) day for family committal service.

D. Temporary Military Leave

Up to seventeen (17) days of leave without any net loss of pay shall be granted to a teacher called into temporary active duty of any unit of the United States Reserves or the State National Guards, provided such obligations cannot be fulfilled on days when school is not in session.

E. Temporary Leaves for Bargaining Unit Representatives

Up to a total of five (5) days annually shall be granted for representatives of the Bargaining Unit to attend conferences and conventions of state and national affiliated organizations with cost of the substitute to be deducted from the teacher's salary.

F. Temporary Leaves for Legal Proceedings

Time off with pay shall be granted to any educator when required by subpoena, so long as the subpoena is not related to or involved with unprofessional or dishonorable conduct of the educator or dismissal of the educator. Time off with pay shall be granted when the appearance of the educator is necessary for any legal proceedings arising out of the educator's employment provided said proceedings do not involve unprofessional or dishonorable conduct of the educator, dismissal of the educator, or involve any breach of this Agreement by either the educator or the Association. The Association agrees to pay for the cost of substitutes for any legal action arising out of a labor relations dispute.

G. Jury Duty

A teacher who has been granted a leave of absence for jury duty shall be paid his/her normal salary. The teacher will submit the jury duty check, minus any incurred travel with proper documentation.

H. Other Leaves

1. Paid Leave: Up to three (3) personal days and two (2) sick days under this contract may be used in accordance with and subject to 26 M.R.S.A. §637 and related Department of Labor regulations. When requesting an Earned Paid Leave day, the employee will choose if it is a personal day or a sick day under this Section. Any unused sick days will be rolled over as sick days at the end of the school year. The district will pay \$175 for each unused personal day at the conclusion of the contract year

- a. Up to seven (7) employees shall be permitted to take planned paid leave on the same day. If more than seven (7) employees request planned paid leave on the same day, timeliness of notifying the Superintendent shall determine which employees may be on leave. For non-emergencies, requests generally shall be limited to no more than two consecutive days. No employee will be allowed to

use personal leave on the last day of school without approval from the Superintendent.

2. Employees shall be allowed up to two (2) days per school year for emergency leave with the approval of the Superintendent. Requests for such leave shall be made through the principal to the Superintendent as soon as possible. An employee shall have the right to meet with the Superintendent to discuss a request for emergency leave, but the Superintendent's decision shall be final.

3. Employees shall be allowed up to two (2) days per school year for religious holidays and religious days of worship with the prior approval of the Superintendent. Requests for such leave shall be made through the principal to the Superintendent at least one week in advance. An employee shall have the right to meet with the Superintendent to discuss a request for religious leave, but the Superintendent's decision shall be final.

4. Any teacher who loses employment due to a reduction in force (RIF) shall be granted up to two days for job search or interview purposes providing that teacher has exhausted all of their personal leave for that school year.

5. Other leaves of absence without pay may be granted by the Board for up to a period of one (1) year.

I. Professional Study Leave

1. A teacher shall be entitled to leave without loss of pay for up to two (2) days to attend educational programs in his/her field provided the teacher has requested such leave one (1) week in advance and with the permission of the principal and the Superintendent.

J. Sabbatical Leave

A sabbatical leave may be granted to a teacher by the Board for professional graduate study or travel, determined to be of sufficient value to the school system, subject to the following conditions.

1. A teacher must have completed at least seven (7) full school years of service in M.S.A.D. No. 1.

2. If there are one or more qualified applicants, a maximum of two (2) full-year or four (4) half-year sabbaticals, may be granted for any one school year.

3. Requests for sabbatical leave must be received by the Superintendent in writing, on forms to be supplied by the Superintendent, no later than April 15, and action

must be taken on such requests no later than May 15, of the school year preceding the school year for which the leave is requested.

4. A teacher on sabbatical leave shall be paid by the District at fifty percent (50%) of the basic salary that he would have received if he had remained in his regular position in the school system. However, the District's compensation shall in no case exceed that amount necessary, when added to all scholarships, grants, or any other compensation that the employee receives related to his study or travel, to result in the employee receiving the basic salary that he would have received in his regular position in the school system.

5. Less than a full-year sabbatical shall be granted only if a well qualified substitute is available.

6. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave, shall be restored to him upon his return.

7. Before receiving sabbatical leave under the provisions of this Article, the teacher shall agree in writing with the Board that he will return to the District for a period of not less than two years, and also that, in the event of breach of such agreement, he will repay to the Board all sums advanced for his sabbatical leave, in proportion to the fulfillment of his two year re-employment commitment.

8. While on sabbatical leave, an employee will submit on a monthly basis, a written report of his activities. The employer may withhold payment of salary for failure to submit a monthly report. In addition, upon completion of his sabbatical, the employee shall submit a written report of his sabbatical and the accruing benefits to the employee and district in a form as jointly determined by the employee and the Superintendent.

9. No credit on the salary schedule or seniority will accrue to an employee while on a sabbatical leave, however, he will receive medical insurance benefits.

10. Retired teachers shall not be eligible for sabbatical leave.

ARTICLE 6 HOURS

A. Teacher Work Year

The regular employment year for teachers shall extend up to 6 workshop or inservice days beyond the student school year, which is presently 175 days but is subject to change at the discretion of the Board. It is understood that the School Board has the right to change the number of student days and to set the school calendar, except that if the change increases the number of total work days, the Association shall have the right

to bargain the impact of such a change upon request. All but one (1) inservice day (the designated CACE day) will be served at the discretion of the District and will be treated as any other contract day. Teachers may replace a CACE Day but must do so after CACE occurs each year. Teachers then have a full calendar year to replace CACE. For example, if CACE Day is on Sept. 15 of a year, the teacher can request a replacement activity for CACE after the agenda has come out to occur between Sept. 16 until August 15. Teachers can replace CACE Day in June, July or August (until the 15th), but they are replacing the CACE Day of the previous September.

B. Teaching Hours

1. Teachers are professionals and shall be available at reasonable hours for requested conferences with students and parents and for faculty meetings. Teachers are expected to be in their assigned buildings at least twenty (20) minutes prior to the beginning of the student day and twenty (20) minutes after the end of the student day, unless excused by the principal or the principal's designee. As a professional courtesy a teacher leaving the building less than twenty (20) minutes after the close of the student day shall notify the principal or the principal's designee of his/her departure. However, on days preceding holidays, vacations, or Saturday, the teacher's day shall end at the close of the pupil's day except for those teachers who have an after-school responsibility for supervision of pupils.

2. Teachers may leave the building during a 20-minute duty-free lunch period after notification to the principal's office, and upon completion of any assigned duty.

3. Teacher participation in Board approved co-curricular or extra-curricular activities shall be voluntary and shall be compensated. It is mutually agreed, however, that other assignments may be made without additional compensation, to a proportional share in those regular and recurring duties which normally constitute the non-instructional responsibilities of the teacher.

4. The notice for any faculty meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to submit school related items to the agenda. No Association business is to be conducted during this meeting.

5. Each principal shall make every effort to arrange for a daily break period for each teacher, when requested to do so by the teachers of the school.

6. Any duties after the normal duty day, i.e. first bus duty and last bus duty, per individual school shall be voluntary.

ARTICLE 7
WORKING CONDITIONS

A. Protection of Teacher Safety

1. Employees covered by this agreement shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. An unsafe or hazardous condition must be immediately brought to the attention of the employee's principal and/or the Superintendent.

2. When absence of a teacher results out of an assault suffered by them in connection with their employment upon his person while acting in the reasonable performance of his duties, the teacher shall not forfeit any sick leave.

Teachers shall immediately report in writing cases of assault suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

B. Worker's Compensation

Absence due to injury incurred in the actual course of a teacher's performance of his assigned duties, provided that he has not been guilty of negligence and provided that he qualifies for payment under Worker's Compensation, shall not be charged against the teacher's accumulated sick leave. The teacher will be paid the difference between his normal salary and the amount received from Worker's Compensation for a period not to exceed twenty (20) working days.

ARTICLE 8
EMPLOYEE / TEACHER RIGHTS

A. Whenever any employee governed by this agreement is required to appear before the Board, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview.

B. Before the administration changes or selects new instructional media it shall notify the teachers affected that it is considering such a change or selection. The teachers shall have the right to meet and discuss with the administration such change and selection, and all suggestions and recommendations emanating from the meeting shall be given due consideration by the Board whenever a disagreement develops between the teacher and the administration with respect to such a change or selection.

C. No teacher on continuing contract shall be disciplined or non-renewed without just cause.

ARTICLE 9
REDUCTIONS IN FORCE

A. Position Elimination

1. If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will notify the Association within three (3) school days of its decision.

2. After the Board eliminates any bargaining unit position(s), it shall give the Association written notice of the position(s) to be eliminated.

3. A Board decision to eliminate any bargaining unit position(s) shall not be subject to the grievance procedure or arbitration.

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 bargaining unit position(s) shall be made in accordance with the following terms:

- a. Beginning upon full implementation of the Performance Evaluation and Professional Growth System, under Chapter 508 of title 20-MRSA, any teacher in the impact area where the position elimination occurs who has received an “ineffective” rating from his/her most recent evaluation shall be considered for layoff before the application of the rest of the RIF process .
- b. In inverse order of seniority except that the least senior teacher(s) in an impact area may be retained and the next least senior teacher(s) laid off when the teachers remaining in an impact area are not qualified on the basis of current certifications, experience, training, and evaluation to provide the programs to be retained in the impact area.

The following impact areas shall be used:

- (1) K-8 (including Art, G/T, and K-8 Computer Coordinator)
- (2) 9-12 department impact areas by department:

English	Social Studies
Math	Science
Foreign Language	Technology Education
Art	Vocational (by program)

(3) K-12 specialty impact areas by specialty:

Library	Nurse
Music	Guidance
Special Education	Migratory
Speech	Consulting Teacher
Health/Physical Education	

- c. If a teacher selected for termination in a particular impact area in accordance with the language of B(1)(a) above is fully certified to teach in another impact area, that teacher may be permitted to displace the least senior teacher in another impact area whose position the teacher is certified to fill provided that, in the opinion of the Superintendent of Schools, the teacher is fully qualified on the basis not only of current certification but also experience, training and evaluation to perform the duties of the position in question.
- d. Seniority shall be based on total employment in M.S.A.D. #1. After ten (10) years of teaching under a M.S.A.D. #1 teaching contract, seniority shall be based on total teaching experience under a teaching contract in a public school system. When two or more teachers have the same length of total employment with M.S.A.D. #1, 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 on an approved leave of absence shall not be considered a break in total employment in M.S.A.D. #1 and shall be counted in the computation of seniority.
- e. Seniority for retired teachers shall be based on their most recent date of hire as a teacher in M.S.A.D. #1. Prior teaching experience in M.S.A.D. #1 shall not be taken into account for purposes of computing seniority under subparagraph (c) above.

C. Seniority List Preparation

1. The Superintendent shall provide the Association a seniority list by September 30 of each year. Each teacher shall be listed by impact area based on current assignment, in descending order of seniority. The list shall show each teacher's name; the teacher's total years of employment in M.S.A.D. #1; and, if relevant to determination of seniority order, the teacher's total teaching experience. Any teacher whose current assignment is in more than one impact area will be listed in the impact area in which the teacher spends the major portion of the 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 days after delivery of the list to the Association. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this ten-day

review period, will be made only by mutual agreement of the Superintendent and the Association.

D. Recall

1. A teacher with continuing contract who is laid off shall be eligible for consideration for recall for two years from the effective date of the teacher's layoff. Notification of job openings for which the teacher is certified shall be sent to the teacher by the District. The employee laid off is responsible for assuring the District has a current address.

ARTICLE 10
DURATION OF AGREEMENT

Subject to ratification by majority vote of the members of the bargaining unit and the Board, the provisions of this agreement shall be effective as of August 16, 2021, or the date of signing, whichever is later, and shall remain in full force until August 15, 2024.

ARTICLE 11
TEACHER EVALUATION

A. Evaluation

1. The purpose of teacher evaluation is for professional growth and performance evaluation.
2. The MSAD #1 Teacher Performance Evaluation and Professional Growth Model (PEPG) should be referenced for the specific details of the evaluation system.
3. All formal monitoring or observation of a teacher's classroom performance shall be conducted with the knowledge of the teacher.
4. Teachers shall be evaluated only by certified evaluators designated by the Superintendent, administration, or building principals.
5. The PEPG system will include the following:
 - a. professional goal setting
 - b. identification and collection of evidence of teacher effectiveness
 - c. written feedback to the teacher
 - d. assignment of a summative effectiveness rating that is based on the collected evidence and communication between the evaluator and the teacher
6. Evidence of teacher effectiveness shall be collected through teacher observations and various points of contact as identified in the PEPG plan.
7. Summative effectiveness ratings shall be determined at the end of the professional growth cycle and will be documented in writing. Teachers on a continuing contract who earn the summative rating of "distinguished" or "effective" will be placed on a three-year self-directed professional growth plan. When a teacher

- receives a rating of “developing” the teacher will be placed on a two-year monitored improvement plan. If a teacher receives the rating of “ineffective” the teacher will be placed on a monitored sixty-day to one-year improvement plan.
8. Improvement plans will be developed with input from the teacher and identify clear, measurable objectives and deadlines. The improvement plan will be focused on specific areas identified for improvement by the evaluator. The improvement plan shall be finalized in writing.
 9. Probationary teachers are included in MSAD #1’s PEPG process and will receive summative ratings in each of their probationary years.
 10. The issue of educator evaluation is understood by both parties to be a matter of educational policy, subject to change at the discretion of the PEPG Steering Committee although subject to a meet and consult requirement. The use of the grievance procedure for evaluation matters is controlled by 20 M.R.S.A §13703.
 11. Should Chapter 508 of Title 20-MRSA be modified during the term of this agreement, the Association will be notified of such modifications and the Association will be allowed to meet and consult or bargain the impact of such modifications.

B. Personnel Files

1. An employee shall have the right, upon request, within five (5) calendar days to receive an appointment to review the contents of his personnel file and to receive a copy at personal expense of any document contained therein. An employee shall be entitled to have a representative of the Association accompany him during such a review.

2. No material derogatory to an employee’s conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. Such review shall be held in the office of the appropriate administrator. At the conclusion of the review meeting, the employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Teachers shall have the right to have a representative of the Association present except at regular evaluation conferences.

3. The employee shall have the right to submit a written answer to such material within seven (7) days of the review meeting and his answer shall be reviewed by the appropriate administrator(s) and attached to the file copy.

4. The administrator will acknowledge that such answer has been attached to the file copy by signing a copy of the response and returning one copy to the employee within seven (7) days.

5. It is understood that the only confidential material in an employee's personnel file is his college placement record and letter(s) of recommendation for employment in M.S.A.D. #1.

6. No separate personnel file will be established that is not available for the employee's inspection.

C. Processing of Formal Complaints

Any formal complaint regarding an employee by a parent, student, or other person which may adversely affect the employee's employment shall, to the extent reasonable, be called to the attention of the employee before any investigation is initiated. If a meeting with administration is required, the employee shall be apprised of the nature of the complaint prior to the meeting. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences to discuss such complaint. Any response or rebuttal to a complaint must be made within (5) days of notification to the employee.

Any formal criminal complaint regarding a employee by a parent, student or other person which may adversely affect the employee's employment, shall to the extent reasonable be called to the attention of the employee before any investigation is initiated. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences to discuss such complaint. Any response or rebuttal to a complaint must be made within (5) working days of notification to the teacher.

ARTICLE 12
TEACHER ASSIGNMENT

A. The Superintendent shall assign all teachers to specific schools, and the principals shall assign their teachers to specific positions within their schools, all in accordance with the following provisions:

1. Each teacher shall be given written notice of his or her salary, grade, and/or subject assignment, building assignment, or room assignment for the forthcoming year not later than July 1, except that changes may be made for the needs of the District.

2. In the event that a change in a teacher's salary, grade, and/or subject assignment, building assignment, or room assignment is proposed after the above designated time, the teacher affected shall be notified in writing as soon as practicable, and upon request of the teacher, the change shall be promptly reviewed between the Superintendent or his designated representative and the teacher affected.

ARTICLE 13

VACANCIES

A. The Superintendent shall be responsible for the establishment of Administrative Rules that will enhance the securing of the best possible candidates for any positions in Schedules A and B and that will provide personnel of the District with an opportunity to apply and to receive due consideration for such positions.

B. Before any of the above positions are filled, the following procedure shall apply:

1. Teachers who may be interested in such a position shall notify in writing the Superintendent of such interest on forms furnished by the Superintendent.

2. Whenever such a position becomes vacant that is open to all teachers, the Superintendent will post a notice to the effect in each school at least five (5) days prior to the deadline for submission of applications. Notice of vacancies for such positions occurring during the summer will be posted as above, but in addition will be mailed to any teacher who has notified the Superintendent, as prescribed above, that he or she is interested in such a position.

3. Whenever such a position becomes vacant that is open to only teachers within the school in which the vacancy exists, the principal will post a notice to that effect in the school at least five (5) days prior to the deadline for submission of applications. Notice of vacancies will be posted as above, but in addition, will be mailed to any teacher who has notified the Superintendent, as prescribed above, that he/she is interested in such a position.

4. The Superintendent, or the appropriate principal, will notify the successful candidate of his or her appointment in writing, and, as soon as practical, will advise all other candidates that the position has been filled.

5. All qualified teachers in the bargaining unit who apply shall be given an interview.

ARTICLE 14
TRANSFER

A. To meet the needs of the District, teachers may be transferred from one school to another, or from one assignment to another within a school, all in accordance with the following provisions:

1. No later than April 15 of each school year, the Superintendent shall deliver to and post in all school buildings a list of known and authorized vacancies in teaching positions which shall occur during the following school year. Any such vacancy that occurs after that date will be announced as soon as practicable. If a vacancy occurs

during the summer, each teacher who has notified the Superintendent in writing of his or her interest in such a vacancy will be notified of said vacancy.

2. Any teacher who desires a change in grade and/or subject assignment within a school shall file a written statement with the principal on forms furnished by the principal. Such statement shall include the grades and/or subjects to which the teacher desires to be reassigned, in order of preference and the reasons therefor.

3. Any teacher who desires to transfer to another building shall file a written statement with the Superintendent on forms furnished by the Superintendent. Such statement shall include the grades and/or subjects to which the teacher desires to be reassigned, and the school or schools to which he or she desires to transfer, each in order of preference, and the reasons therefor.

4. In the consideration of requests for voluntary reassignment, the District will seek the most qualified candidate; however, the wishes of the individual teacher shall be honored to the extent that reassignment or transfer does not, in the judgment of the Superintendent or his/her designated representative, conflict with the instructional requirements, obtaining the most qualified candidate, and is in the best interests of the school or of the school system.

5. No vacancy shall be filled by means of involuntary reassignment or transfer if there is a volunteer available who, in the judgment of the Superintendent or his/her designated representative, is qualified to fill said position in the best interests of the school or of the school system.

6. When an involuntary reassignment or transfer is necessary, a teacher's competency in the classroom, potential for making some special and desired contribution to the school or students involved, potential for growth, area of competence, major or minor field of study, teacher preference, length of service in M.S.A.D. No. 1 and length of service in the particular school building shall be considered in determining which teacher is to be assigned or transferred.

7. An involuntary transfer will be made only in case of an emergency or to meet the needs of the school system. The teacher affected shall be notified in writing as soon as practicable, and upon written request of the teacher, the transfer shall be promptly reviewed between the Superintendent or his designated representative and the teacher affected.

ARTICLE 15
DUES DEDUCTION

A. Voluntary Dues Deduction

1. The Board agrees to deduct from a teacher's salary such sums for

unified Association dues as said teacher individually and voluntarily authorizes the Board to deduct, and to transmit said monies promptly to the Association.

2. The Association shall certify to the Board in writing the current rate of unified member dues. In the event the 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.

B. Teacher Options

1. Any teacher who is or becomes covered by this Agreement pursuant to Article 1 and who has not agreed voluntarily to authorize the Board to deduct unified Association dues pursuant to paragraph A above shall, within thirty days of becoming covered by this Agreement, choose from among the following three options, none of which is a condition of employment by the Board:

a. Unified membership in the National Education Association/Maine Education Association/M.S.A.D. #1 Education Association;

b. Payment of a service fee equal to 80 percent (80%) of unified dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances; or,

c. Exclusion from either of the two above options. Failure on the part of a teacher to choose either the membership or the service fee option shall constitute a choice to be excluded from both options.

2. Any teacher who chooses either the membership option or the service fee option shall sign a payroll form authorizing deduction of the membership dues or the service fee within thirty days of coverage under this Agreement.

3. Any teacher choosing exclusion from both the membership and the service fee options shall be bound by such choice for the remainder of this contract year, and shall be entitled to the services of the National Education Association/Maine Education Association/M.S.A.D. #1 Education Association on the same basis as any other teacher. However, any such teacher shall be assessed reasonable fees for such services by the National Education Association/Maine Education Association/M.S.A.D. #1 Education Association, including reasonable fees for employee representative services and attorney's fees and reasonable costs and expenses, including arbitrator's fees and expenses necessarily incurred by the Association. The schedule of fees applicable for the contract years is attached hereto for informational purposes only as Exhibit A.

4. The National Education Association, the Maine Education Association and the M.S.A.D. #1 Education Association jointly and severally agree to indemnify and hold Maine School Administrative District No. 1, its Board of Directors, agents and employees, jointly and severally and in their individual and official capacities, fully and

completely harmless from and against any and all claims, suits, demands, defense costs, including attorneys' fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to any provision of this Article 15.

5. For purposes of the indemnity and hold harmless agreement set forth in Article 15 (B)(4), the National Education Association and the Maine Education Association have joined in this Agreement and have authorized the President of the M.S.A.D. #1 Education Association to execute it on their behalf.

ARTICLE 16
NEGOTIATION PROCEDURE

A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the same time they negotiated or executed this Agreement except that the District agrees that it will negotiate with the Association over the impact on wages, hours, or working conditions caused by the implementation of an educational policy change.

B. Any individual contract between the Board and an individual teacher, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement, and said Agreement, during its duration, shall be controlling.

ARTICLE 17
NOTIFICATION CLAUSE

For the purpose of all provisions of this contract which requires notification of one party to the other, the following procedure shall apply: in the case of the Board, notification shall be to the Chairman of the Board with a copy to the Superintendent; in the case of the bargaining unit, notification shall be made to the President of the bargaining unit.

ARTICLE 18
AMENDMENT CLAUSE

The right to add to, take away from, or to amend these provisions during the life of this Agreement shall require mutual consent of the parties involved.

ARTICLE 19
HOLD SAFE CLAUSE

If any provision of this Agreement or any application thereof to any teacher or group of teachers is found to be contrary to law, then such provisions or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the _____ day of _____, 2021.

FOR THE BARGAINING UNIT AND ON BEHALF OF THE NATIONAL EDUCATION AND THE MAINE EDUCATION ASSOCIATION FOR PURPOSES OF ARTICLE 15 OF THIS AGREEMENT

The undersigned hereby certified that a majority of the bargaining unit voted on the _____ day of _____, 2021, to ratify the Agreement as herein set forth.

BY: _____
Tammy Willey, Co-President

Jennifer Hallett, Co-President

FOR THE M.S.A.D. #1 BOARD OF DIRECTORS

The undersigned hereby certifies that a majority of the directors of M.S.A.D. #1 voted on the _____ day of _____, 2021 to ratify the Agreement herein set forth.

BY: _____
Lucy Richard, Chairperson

SCHEDULE A
POINT ASSIGNMENTS FOR STIPEND POSITIONS

HIGH SCHOOL ATHLETICS	NO. OF PARTICIPANTS	TIME	RESPONSIBILITY	TOTAL
Varsity Alpine Ski Coach	3	14	10	27
Ass't. Alpine Ski Coach	2	8	3	13
Varsity Nordic Ski Coach	3	14	10	27
Ass't. Nordic Ski Coach	2	8	3	13
Ass't. Varsity Soccer	3	12	3	18
Ass't. Varsity Baseball	2	10	6	18
Ass't. Varsity Softball	2	10	6	18
Ass't. Golf	2	8	2	12
Ass't. Track	6	10	4	20
Ass't. Varsity Basketball	2	20	6	28
Ass't. Swim Team	3	11	3	17
Ass't. Varsity Hockey	2	20	6	28
Varsity Cheering	2	12	7	21
Cross Country	2	10	6	18
Fall Varsity Cheering	2	8	2	12
Golf	2	10	6	18
Hockey Coach	2	20	12	34
Intramurals - Boys	4	2	1	7
Intramurals – Girls	4	2	1	7
JV Baseball	2	8	6	16
JV Basketball	2	18	3	23
JV Basketball II	2	10	4	16
JV Soccer	3	10	3	16
JV Softball	2	8	6	16
JV Cheering	2	8	4	14
Varsity Soccer	3	16	10	29
Varsity Softball	2	14	12	28
Swim Team	3	12	8	23
Tennis	2	10	4	16
Track	6	12	8	26
Varsity Baseball	2	14	12	28
Varsity Basketball	2	20	12	34
Volleyball	2	2	2	6

<u>HIGH SCHOOL ACTIVITIES</u>	<u>No. of Participants</u>	<u>Time</u>	<u>Responsibility</u>	<u>Total</u>
Ass't. Drama – Musical	2	7	2	11
Ass't. Drama – Competition	2	7	2	11
Ass't. Drama Sets – Competition	1	7	2	10
Ass't. Drama Sets – Musical	1	7	2	10
Ass't. FFA	2	11	5	18
Ass't. Musical Productions	5	4	2	11
A-V Coordinator	1	6	4	11
Band	5	16	6	27
Chess Team	2	4	2	8
Chorus	6	2	2	10
Civil Rights Team	2	2	2	6
Debate/Speech	3	3	1	7
Destination Imagination	1	4	2	7
Drama Director – Competition	2	9	3	14
Drama Director – Musical	4	9	4	17
FBLA	6	8	6	20
FCCLA	2	4	2	8
FFA	4	18	6	28
Freshman Class Advisor	2	4	1	7
Jazz Choir	10	3	2	15
Junior Class Advisor	2	6	2	10
Key Club	2	6	2	10
Math Team	2	4	1	7
NHS	3	6	3	12
Outdoor Club	5	4	4	13
Senior Class Advisor	2	10	4	16
Show Choir	2	6	2	10
Skills USA	6	12	6	24
Sophomore Class Advisor	2	4	1	7
Stage Band	2	10	2	14
Student Council	2	6	2	10
Varsity Club	2	4	2	8
Youth In Government	2	4	4	10

SCHEDULE A
POINT ASSIGNMENTS FOR STIPEND POSITIONS

MIDDLE SCHOOL ATHLETICS	NO. OF PARTICIPANTS	TIME	RESPONSIBILITY	TOTAL
6 & 7th Grade Basketball	2	8	6	16
8th Grade Basketball	2	8	6	16
Baseball	2	4	4	10
Cheering	2	6	1	9
Fall After School Intramurals	3	2	2	7
Winter After School Intramurals	3	2	2	7
Spring After School Intramurals	3	2	2	7
Cross Country Running	3	4	3	10
Ski Team	2	4	6	12
Soccer	3	4	3	10
Softball	2	4	4	10
Tennis	3	2	1	6
Track & Field	4	4	5	13
Wrestling	2	4	6	12
Ass't. Track & Field	2	4	4	10

MIDDLE SCHOOL ACTIVITIES	NO. OF PARTICIPANTS	TIME	RESPONSIBILITY	TOTAL
Band	6	2	2	10
Civil Rights Team	2	2	2	6
Drama	5	6	2	13
DI Coach	1	4	2	7
Chorus	6	2	2	10
Stage Band	3	6	2	11
Student Council	2	4	2	8
Chess	3	2	1	6
Sign Language Club	3	2	1	6
Junior FFA	4	2	4	10

SCHEDULE A
POINT ASSIGNMENTS FOR STIPEND POSITIONS

<u>ELEMENTARY</u>	<u>No. of Participants</u>	<u>Time</u>	<u>Responsibility</u>	<u>Total</u>
<u>ATHLETICS</u>				
Ass't Principals	-	6	6	12
Librarians	0	6	3	9
Mapleton	6	4	2	12
Pine Street	6	4	2	12
Zippel	6	4	2	12

EXPLANATION OF POINTS
SUPPLEMENTAL STIPENDS - SCHEDULE A

The stipends paid for all Schedule A assignments shall be determined by the following formula:

1. TIME

The time factor is computed based upon direct involvement with the activity i.e. time actually on the job. Total hours include all official student days involved, sessions prior to the opening of schools, and session and/or scheduled events during weekends or school vacation that are spent outside the regular teaching day. Time also includes meetings required of employees and planning time. Such time will be determined pursuant to the job description for the position.

1. TIME TABLE (2 - 20 Points)

<u>Hours</u>	<u>Points</u>
0 – 50	2
51 – 100	4
101 – 150	6
151 – 200	8
201 – 250	10
251 – 300	12
301 – 350	14
351 – 400	16
401 – 451	18
451 +	20

2. NUMBER OF PARTICIPANTS (1 - 6 Points)

<u>Participants</u>	<u>Points</u>
1 – 10	1
11 – 20	2
21 – 30	3
31 – 40	4
41 – 50	5
51 +	6

3. RESPONSIBILITY (1 - 12 Points)

This area includes employee's responsibility for inventory, insurance, care of equipment, budgeting, supervision of other coaches and students and liability.

<u>Level</u>	<u>Points</u>
None	0
Little	1
Average	2 – 4
Great	6
Exceptional	7 – 12

4. EXPERIENCE (1 – 10 Points)

This area includes employee experience in the area of the stipend activity as determined by coaching and or advising experience in a similar position in the district.

Accumulated Point Value

<u>Years Experience</u>	2-6	7-10	11-14	15-18	19-22	23-26	27-30	31 - 33	34
0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0
2	0	1	1	1	1	1	1	1	1
3	.5	1.5	2	2	2	2	2	2	2
4	1	2	2.5	3	3	3	3	3	3
5	1.5	2.5	3	3.5	4	4	4	4	4
6						5	5	5	5
7							6	6	6
8			3.5	4.5	4.5	5.5		7	7
9							6.5	7.5	8
10								8	9
11	2	3	4	5	5	6	7	8.5	10

12								9	10.5
13						6.5	7.5	9.5	11
14								10	11.5
15	2.5	4	4.5	5.5	5.5	7	8.5	10.5	12
16								11	12.5
17						7.5	9		13.5
18								11.5	14
19								9.5	14.5
20	3	4.5	5	6	6.5	8	10	12.5	15

SCHEDULE A STIPENDS

Stipends for Schedule A positions will be paid at a rate of \$140.00 per point for the **duration of the contract.**

SCHEDULE B

POINT ASSIGNMENTS FOR

HIGH SCHOOL DEPARTMENT CHAIRPERSONS

<u>Department</u>	<u>Super.</u>	<u>Equip.</u>	<u>Sched.</u>	<u>Total</u>
Art	4	4	4	12
Business	3	6	4	13
English	8	6	6	20
F. Lang.	6	4	4	14
Health	4	4	4	12
Home Ec.	2	4	4	10
I. A.	3	4	4	11
Math	6	4	4	14
Phys. Ed.	4	5	4	13
Science	7	6	4	17
Soc. Studies	5	4	4	13
T & I	8	6	0	14

EXPLANATION OF POINTS

SUPPLEMENTAL STIPENDS - SCHEDULE B

The stipends paid for department chairpersons shall be determined by the following formula.

1. SUPERVISION (1 - 10 Points)

This area includes supervision of staff by the department head and his/her responsibility for the development of curriculum and budget for the department. One point is assigned for each teacher in the department.

2. EQUIPMENT (4 - 6 Points)

This area includes maintaining an up-to-date inventory of equipment assuring adequate maintenance of equipment, monitoring use of equipment, and recommending specific purchases of equipment.

<u>Level</u>	<u>Points</u>
Minimal	4
Average	5
Complex	6

3. SCHEDULING (4 - 6 Points)

Scheduling responsibilities include working with the principal to schedule teacher assignments, working with the principal and the guidance department to schedule students in appropriate classes, and giving input in the determination of subject offerings.

<u>Level</u>	<u>Points</u>
Minimal	4
Average	5
Complex	6

4. ADJUSTMENT

An adjustment to the total of points determined above will be made for department chairmen who are given release time. A reduction of twenty percent (20%) of total points is made for release time of one period per day.

5. EXPERIENCE (1 – 10 Points)

This area includes employee experience in the area of the stipend activity as determined by the coaching and or advising experience in a similar position in the district.

Accumulated Point Value

Years Experience	2-6	7-10	11-14	15-18	19-22	23-26	27-30	31 - 33	34
0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0
2	0	1	1	1	1	1	1	1	1
3	.5	1.5	2	2	2	2	2	2	2
4	1	2	2.5	3	3	3	3	3	3
5	1.5	2.5	3	3.5	4	4	4	4	4
6						5	5	5	5
7							6	6	6
8			3.5	4.5	4.5	5.5		7	7
9							6.5	7.5	8
10								8	9
11	2	3	4	5	5	6	7	8.5	10
12								9	10.5
13						6.5	7.5	9.5	11
14								10	11.5
15	2.5	4	4.5	5.5	5.5	7	8.5	10.5	12
16								11	12.5
17						7.5	9		13.5
18								11.5	14
19							9.5		14.5
20	3	4.5	5	6	6.5	8	10	12.5	15

SCHEDULE B STIPENDS

Stipends for Schedule B positions will be paid at a rate of \$135.00 per point for the **duration of this contract.**

APPEALS PROCEDURES

1. The Sub-Committee on extra-curricular and added assignments shall function as follows:
 - a. Each party shall appoint three (3) members to the Committee.

- b. The Committee shall function to hear appeals with regard to any changes in the factors that would cause a change in the number of points assigned to any category.
2. The following procedures have been developed by the Sub-Committee on extra-curricular and added assignments which shall apply to all personnel involved in one of the activities listed on the added assignments sheet. In addition, the Committee may initiate its own appeals regarding any of the listed jobs.
 - a. Appeals for winter and fall activities and year-round activities will be held in May. All requests from personnel involved must be submitted by the last of April.
 - b. Appeals for spring activities will be held in March. All requests from personnel involved must be in by the last day of February.
3. Requests for consideration by the Committee should be addressed to the Committee in care of the Office of the Superintendent of Schools by the deadline date. No request for reconsideration will be entertained after this date.
4. Employees must present data to support any change in the points assigned. Each presentation should be based upon the criteria as developed by the Committee. Presentations should be made in light of the description for the activity and the survey sheet filled out by the personnel involved.
5. The decision of the Committee is final.
6. All members of the Committee shall constitute a quorum.
7. If there is a tie vote, the appeal shall fail.

EXHIBIT A
NEA/MEA/MSAD #1 EA Fee Schedule

Attorney fees:	up to \$200 per hour
UniServ Director fees:	\$125 per hour
Local Representation fees:	\$ 50 per hour
Research fees:	\$ 75 per hour
Paralegal fees:	\$ 75 per hour

All fees are charged on the basis of fifteen (15) minute periods.

MSAD 1 Pay Scale - 2021/2022

<u>Level</u>	<u>Bachelors</u>	<u>Masters</u>	<u>CAS/PHD</u>
A	\$37,500	\$38,500	\$39,000
B	\$38,000	\$40,000	\$40,500
1	\$40,000	\$42,000	\$42,500
2	\$41,300	\$43,365	\$43,881
3	\$42,642	\$44,774	\$45,307
4	\$44,028	\$46,230	\$46,780
5	\$45,459	\$47,732	\$48,300
6	\$46,936	\$49,283	\$49,870
7	\$48,462	\$50,885	\$51,491
8	\$50,037	\$52,539	\$53,164
9	\$51,663	\$54,246	\$54,892
10	\$53,342	\$56,009	\$56,676
11	\$55,076	\$57,830	\$58,518
12	\$56,866	\$59,709	\$60,420
13	\$58,714	\$61,650	\$62,383
14	\$60,622	\$63,653	\$64,411
15	\$62,592	\$65,722	\$66,504
16	\$64,627	\$67,858	\$68,666
17	\$66,727	\$70,063	\$70,897
18	\$68,896	\$72,340	\$73,201

MSAD 1 Pay Scale - 2022/2023

<u>Level</u>	<u>Bachelors</u>	<u>Masters</u>	<u>CAS/PHD</u>
B	\$40,000	\$41,500	\$42,000
1	\$40,500	\$42,000	\$42,500
2	\$41,280	\$43,344	\$43,881
3	\$42,601	\$44,731	\$45,285
4	\$43,964	\$46,162	\$46,734
5	\$45,371	\$47,640	\$48,230
6	\$46,823	\$49,164	\$49,773
7	\$48,321	\$50,737	\$51,366
8	\$49,868	\$52,361	\$53,010
9	\$51,463	\$54,036	\$54,706
10	\$53,110	\$55,766	\$56,457
11	\$54,810	\$57,550	\$58,263
12	\$56,564	\$59,392	\$60,128
13	\$58,374	\$61,292	\$62,052
14	\$60,242	\$63,254	\$64,037
15	\$62,169	\$65,278	\$66,086
16	\$64,159	\$67,367	\$68,201
17	\$66,212	\$69,522	\$70,384
18	\$68,331	\$71,747	\$72,636

MSAD 1 Pay Scale - 2023/2024

<u>Level</u>	<u>Bachelors</u>	<u>Masters</u>	<u>CAS/PHD</u>
1	\$40,000	\$42,000	\$42,500
2	\$41,280	\$43,344	\$43,881
3	\$42,601	\$44,731	\$45,285
4	\$43,964	\$46,162	\$46,734
5	\$45,371	\$47,640	\$48,230
6	\$46,823	\$49,164	\$49,773
7	\$48,321	\$50,737	\$51,366
8	\$49,868	\$52,361	\$53,010
9	\$51,463	\$54,036	\$54,706
10	\$53,110	\$55,766	\$56,457
11	\$54,810	\$57,550	\$58,263
12	\$56,564	\$59,392	\$60,128
13	\$58,374	\$61,292	\$62,052
14	\$60,242	\$63,254	\$64,037
15	\$62,169	\$65,278	\$66,086
16	\$64,159	\$67,367	\$68,201
17	\$66,212	\$69,522	\$70,384
18	\$68,331	\$71,747	\$72,636
19	\$70,517	\$74,043	\$74,960

1. Any teacher with 96 credit hours (3 years) shall be paid three-quarters (3/4) of the appropriate step of the bachelor's scale.

2. Any teacher with 112 credit hours (3 1/2 years) shall be paid seven-eighths (7/8) of the appropriate step of the bachelor's scale.

SIDE AGREEMENT #1

Professional Study:

It is agreed that any teachers already enrolled in a Masters Program prior to the beginning date of the new contract agreement will be grandfathered for the duration of the agreement regarding any changes made in Article 4 Section E (Reimbursement for Professional Studies). These teachers will be subject to the language contained here, as written in the prior contract agreement.

Reimbursement for Professional Study

Any teacher employed on a full-time basis in MSAD #1 shall be eligible for reimbursement for professional study within the field of education approved by the Superintendent under the following provisions:

1. On forms to be furnished by the Superintendent, the teacher shall apply for prior approval by his/her principal and by the Superintendent of courses within the field of education.

2. A reimbursement of actual tuition costs only shall be made for each credit hour of prior approved professional study successfully completed with a grade of C or higher at any accredited institution or in any other program approved by the Superintendent.

3. Reimbursement will be made for no more than twelve (12) credit hours of study earned in any one school year.

4. Reimbursement shall be made after a grade report and proof of payment of tuition are submitted to the Superintendent. Teachers will receive pre-payment upon request for approved courses, provided that the teacher signs an agreement to reimburse M.S.A.D. #1 if the course is cancelled, not completed successfully (passing grade), or the teacher is no longer under contract with MSAD #1 when the course is completed.

5. Before receiving reimbursement for professional study leading to a new certification or degree, under the provisions of this Article 4, Section E, any teacher on continuing contract shall agree in writing with the board that he or she will remain employed in the district for a period of not less than two years following the date of reimbursement, and also that, in the event of a breach of this agreement, he or she will repay to the district all sums reimbursed for professional study in the previous two years. This clause will take effect at the beginning of this contract.

SIDE AGREEMENT #2

Department Chairpersons In Schedule B:

It is agreed that for the 2021-2024 school years a department will consist of more than one (1) teacher. Department chairperson stipends will only be distributed to those departments consisting of more than one (1) teacher. It is also understood that Art and Music are considered district-wide departments.

SIDE AGREEMENT #3

It is agreed that for the 2021-2024 school years, the following will be added to Article 4, Section A, paragraph #4:

A. Any teacher who completes and documents degree work after July 1 of each year but before the 13th payroll of each year shall be placed at the appropriate step after the 13th payroll.

B. Any teacher who completes and documents degree work after the 13th payroll shall be placed on the appropriate level for the first payroll of the next contract year.

SIDE AGREEMENT #4

It is agreed that for the 2021-2024 school years, the following will be added to Article 7 Section B:

On the date of injury, an employee may take administrative leave to go directly to their medical provider and receive a medical evaluation. If the medical provider requires the employee to refrain from work, then the first seven days missed following the date of injury will be covered under paid administrative leave and not to be taken from the employee's accrued leave, as soon as the injury is verified work related.

SIDE LETTER

2021-2024 Teacher preparation and planning time

Whereas, preparation periods and planning time for teachers are a matter of educational policy and not otherwise subject to the provisions of a collective bargaining agreement, the Board and the Association have reached the following statement of intent pertaining to the scheduling of available individual teacher planning and preparation time during the 2021-2024 work years:

The Board recognizes the importance of providing appropriate planning time for instructional staff. To the degree possible, and as scheduling and student needs permit, administration will schedule full-time teachers for individual preparation/planning time each week. The parties recognize that there will be days when such preparation/planning time will not be possible to schedule.

This side letter is separate from the Collective Bargaining Agreement and shall become effective upon its signing date and continue until August 31, 2024. The Board and Association may extend and/or modify this side letter beyond that date by written agreement.

SIDE LETTER
2021-2024 Student Remote Learning

Whereas, the delivery of educational services to students is a matter of educational policy and not subject to the provisions of a collective bargaining agreement, the Board and the Association have reached the following statement of intent pertaining to student remote learning during the 2021-2024 work years:

The Board recognizes the importance of providing in-person learning for students, and whenever possible, the Board will endeavor to provide in-person educational services to students. Any decision by the Board to move to remote learning is a matter of educational policy, subject to the meet and consult requirements under Maine Law.

This side letter is separate from the Collective Bargaining Agreement and shall become effective upon its signing date and continue until August 31, 2024. The Board and Association may extend and/or modify this side letter beyond that date by written agreement.