

AGREEMENT

This Agreement entered into this 19th day of June 2006, by and between School Administrative District No. 40 (M.S.A.D. No. 40) of Waldoboro, Maine, and the Medomak Valley Education Association (MVEA).

WHEREAS, The Board of Directors of M.S.A.D. No. 40 recognized the Medomak Valley Education Association for purposes of collective bargaining, the representative of all the certified teachers of the District, excluding Administration; and

WHEREAS, the parties hereto have agreed to certain matters relating to salaries, benefits, and working conditions for the period of September 1, 2006, to August 31, 2009 which they desire to confirm in this Agreement; and

Now THEREFORE, the parties mutually agree as follows:

SECTION I

- A. Except when the context in which the following words are used clearly requires another meaning, and except when otherwise specifically indicated, the following words shall have the meanings indicated below:

"Board": The Board of Directors of School Administrative District No. 40. Said Board may act through its Chairman, any committee thereof, its Superintendent or any other representative authorized to act for it in any particular situation or class of situations.

"Association": The Medomak Valley Education Association. Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations.

"Superintendent": The Superintendent of Schools of the School Administrative District No. 40 School Department or an Assistant Superintendent or any other person whom the Superintendent designates to act for him in any particular situation or class of situations.

"Principal": An area Principal or a Principal of a Middle or Senior High School or an Assistant Principal.

"Administration": The Superintendent and Principals and Assistant Principals, Director of Instruction and Director of Student Services.

"Teacher": A certified employee with a minimum of a Bachelors Degree employed under written contract in the District excluding Administration.

SECTION II SABBATICAL LEAVE

- A. On the recommendation of the Superintendent, the Board may grant teachers with seven (7) or more years of service in the schools of M.S.A.D. #40 up to one (1) year's sabbatical leave of absence for the purpose of planned study, professional advancement, and/or a course of study to be better qualified by education and culture to meet the District's goals.
- B. There shall be no more than the equivalent of two (2) full-time teachers on sabbatical leave at any one time.
- C. A teacher granted sabbatical leave will receive his/her teaching salary for that particular contract year. The teacher shall also receive (i) paid health insurance benefits, (ii) seniority credit, and (iii) experience credit on the salary schedule. The teacher shall not receive any other benefits such as sick leave, bereavement leave, personal leave, or course reimbursement.

- D. Sabbatical leave shall not be granted unless request for sabbatical leave has been received in writing, at the office of the Superintendent, on or before February 1st of the year preceding the contract year for

Section II SABBATICAL LEAVE (continued)

which the teacher has requested sabbatical leave. The Board shall decide whether to grant or deny the sabbatical leave request(s) not later than the first Monday in May and the Superintendent will notify the teacher in writing promptly thereafter.

- E. The Board shall require a teacher to return as an employee of M.S.A.D. No. 40 for a period of three (3) years as a precondition to granting sabbatical leave and any teacher taking said leave shall be conclusively deemed to have agreed to same. Any teacher failing to so return or failing to complete the three (3) year requirement shall be liable to M.S.A.D. No. 40 for the complete amount of his/her sabbatical stipend, on a prorated basis. In the event the teacher fails to complete the return obligation including the costs he/she shall be liable for costs, on a prorated basis, for any provided benefits that the District furnished to the teacher during the sabbatical. The teacher shall sign an agreement to that effect prior to commencing sabbatical leave. If the teacher dies or is unable to return or continue teaching and receives a Maine State Retirement System's disability retirement, the teacher shall not be required to fulfill this repayment obligation.

SECTION III SICK LEAVE, SICK LEAVE BANK

- A. All teachers shall be entitled to fifteen (15) days sick leave each school year. Unused sick leave may be accumulated from year to year to a total of one hundred fifty (150) days. A teacher reaching the maximum sick leave will receive fifteen (15) non-accumulating days. If applicable, such leave shall count towards the twelve (12) weeks per annum of the Family Medical Leave Act (FMLA).
- B. In cases of extended illness (five [5] or more days) the superintendent may request a statement from a duly licensed physician substantiating a claim for sick leave before honoring such claim. If such a statement is not present within ten (10) days of the request, the claim shall be disallowed.
- C. The District may take reasonable and appropriate action when any staff member abuses sick leave.
- D. The Board shall provide a written statement for every teacher of his/her accumulated sick leave with the first payment of each new contract year.
- E. At the beginning of each school year, a teacher may contribute one (1) day of his/her sick leave allowance to a common bank to be administered by the Superintendent. It will be the responsibility of the superintendent to notify the MVEA President of each request and each withdrawal from the Bank as each occurs.
- F. To be eligible for the Bank, a teacher must give one (1) of his/her sick days at the beginning of each contract year. The bank will receive teacher donated accumulated or non-cumulative days. Unless an employee provides written notice to the Superintendent within fifteen (15) days from the beginning of his/her work year or from the employee's date of hire, one (1) sick leave day will automatically be deducted ~~for~~ from his/her sick leave and given to the sick leave bank.
- G. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals from the bank as determined by the sick leave committee and the Superintendent, not to exceed sixty (60) days in any given school year. Additional days may be granted from the bank under unusual circumstances at the Superintendent's sole discretion. In September of each year, the bank will carry a maximum of three hundred (300) days. In the event the bank becomes depleted, each participating sick leave bank member who has accumulated sick leave days will be assessed one (1) day from the employee's accumulated sick leave.

- H. Whenever possible, elective surgery and recuperation time should be scheduled during a time when school is not in session.

Section III SICK LEAVE, SICK LEAVE BANK (continued)

- I. Any teacher who does not use sick leave days (including sick leave or personal leave) during any year will receive \$200, \$150 for one (1) day, and \$100 for using only two (2) days, to be paid at the end of the school year, if funds are available, but in any instance, not later than the first pay period of the next fiscal year.

SECTION IV PERSONAL LEAVE

- A. Whenever possible and preferably with a two (2) weeks' prior written notice to the building principal, a teacher may elect to take paid personal leave totaling not more than three (3) days during the school year. Under ordinary circumstances, personal leave may be used for personal affairs of an emergency nature that cannot reasonably be concluded during non-school hours.

Examples include but are not limited to the following: Legal matters such as court appearances, real estate transactions, graduation of a son or daughter, test required for admission to graduate school, and/or religious observances.

- B. Personal Leave will be charged against sick leave.
- C. A teacher may use up to one day of personal leave to extend a vacation if:
 - 1. A teacher has been employed in the MSAD40 School District for a minimum of five years.
 - 2. A teacher has used less than eight sick days per year within the preceding five years.

Requests must be submitted to the Superintendent by September 30 of each year. The Superintendent may grant up to four requests per vacation period. The vacation periods are: Thanksgiving recess, Holiday recess, Winter recess, and Spring recess.

The Superintendent's decision is final and not subject to the grievance procedure.

- D. Personal days shall not fall immediately before or after vacations or holidays, except with the Superintendent's approval, and shall not be used for recreational purposes.

SECTION V LEAVE FOR FAMILY ILLNESS

Fifteen (15) days of sick leave may be used for the express purpose of caring for an ill or injured family member when alternative, suitable provisions for the care of the family member cannot be made. In the event family illness leave is exhausted, due to extraordinary circumstances, a request for additional paid leave may be submitted to the Board for approval.

SECTION VI PROFESSIONAL LEAVE

Professional leave may be granted to teachers for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the written approval of the Superintendent or designee.

SECTION VII JURY DUTY LEAVE

The Board will be responsible for the difference between the teacher's regular pay and the teacher's jury duty pay.

SECTION VIII BEREAVEMENT LEAVE

All teachers are entitled to five (5) days of bereavement leave. This leave shall be granted for bereavement of parent, grandparent, child, spouse, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-

law and for a person with whom the teacher had a close, personal relationship. At the sole discretion of the Superintendent, additional leave days may be granted.

SECTION IX EXTENDED LEAVE OF ABSENCE

The provision of this leave is to cover those unusual circumstances that might require a teacher to temporarily withdraw from teaching to attend to problems of a personal nature, such as extended family

Section IX EXTENDED LEAVE OF ABSENCE (continued)

illness, etc. When such leave is requested, it is within the authority of the Superintendent to deny said leave. If such leave is granted, it is without pay. If said leave is denied, the Superintendent will give a reason for denial in writing. A teacher's length of service time does not continue to accrue during an extended leave of absence without pay.

SECTION X PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Tuition will be reimbursed at the current University of Maine credit hour rate for professional course(s) taken by teachers for recertification, professional advancement, or an advanced degree in education. Prior approval, by the Superintendent, and letter grade of B or better in each course is required. In cases where a university/college uses a pass/fail system, a grade of pass will be accepted in lieu of grade B. A maximum of six (6) credit hours of tuition cost will be reimbursed in any contract year. Upon submission and approval of a course to be taken, a teacher may request a signed purchase order for the six (6) credit hours per year, which will allow the university/college to bill the School District for the cost of tuition reimbursement approved by the Superintendent. The university/college must be willing to process a purchase order. If a purchase order procedure is not available through a university/college, a receipt submitted for course tuition payment will be reimbursed to the teacher within a reasonable amount of time (normally within two weeks). Should the teacher drop the course, or receive a grade less than B, the cost of tuition will be reimbursed to the District by the teacher within thirty (30) days or the full amount will be deducted from the teacher's next paycheck. If a teacher receives prior written approval from the Superintendent for more than six (6) credit hours in any year, up to six (6) credit hours shall be reimbursed in the next year, and each year thereafter, until any approved credit hours have been reimbursed. If the teacher leaves the employment of the District prior to full reimbursement, the District's reimbursement obligation shall be terminated.
- B. Any new employee who has a conditional certificate is ineligible for reimbursement for courses required for certification.
- C. If the district requires an employee to participate in coursework, related to the district's mission and goals, it shall be at the expense of the district.
- D. Tuition reimbursement for courses will not be made to teachers who have submitted their resignations or who are on a leave of absence.
- E. The Board will consider reimbursement to a teacher for registration fees for conferences, clinics, workshops, and seminars approved by the Superintendent or his designee. Expenses for mileage traveled will be reimbursed at the current state of Maine mileage rate.
- F. During the District's annual budget process, representatives of the Board and the Association shall meet to discuss an appropriate amount to be budgeted to cover projected course reimbursement cost for the next year. Any recommendation reached shall be submitted to the Board. The Board shall make the final decision as to the amount to be included in the next year's budget.

SECTION XI HEALTH INSURANCE

- A. The Board agrees to pay 80% of the cost of single, adult/child, two person or family coverage at the MEA Choice Plus Plan premium rate for each full time teacher employed by the District. The employee shall pay the remaining twenty (20%) of the monthly premium

1. Employees who elect coverage under the MEA Standard Plan will be responsible for the difference in cost between the MEA Standard Plan premium and the Board's level of contribution to the MEA Choice Plus Plan premium at the applicable level of coverage.
2. The Board reserves the right to substitute equal and comparable health benefit coverage subject to review and approval by MVEA.

Section XI HEALTH INSURANCE (continued)

- B. Teachers not desiring the above insurance coverage shall not be entitled to any payment in lieu thereof except as provided to any rehired retired teacher pursuant to Article XXVIII.
- C. Part time teachers employed by the District will be eligible to receive prorated benefits.

SECTION XII SALARY PAYMENTS, DEDUCTIONS

- A. The annual salaries of teachers, minus such deductions as are required by the state or federal law, shall be paid bi-weekly in twenty-six (26) equal installments.
- B. At the time they sign their contracts, teachers may elect the option to receive their July and August salary payments on the first payday in July.
- C. Unified professional dues may be deducted, if individual teachers so request in writing, through the payroll system in twenty-five (25) equal payments.
- D. Payroll deduction of credit union and legal service charges: teachers may request such payroll deductions; computer costs to be shared by the Board and the MVEA.
- E. The Board will provide direct deposit of salary payments for those teachers submitting written requests to the Superintendent.
- F. The Association agrees to indemnify and hold harmless the Board and its administration from all claims, demands, and liabilities that may arise as a result of deductions made pursuant to C, D and E above.
- G. Those receiving extra-curricular stipends may elect, at the time of signing their extra-curricular agreement, to receive their stipend in twenty-six (26) equal payments, in one lump sum at the end of their extra-curricular activity/season, or in two (2) equal installments; one half way through the season and the other at the end of the season upon request.
- H. National Board Certification for Teachers
 1. Any teacher who volunteers to participate in the National Board Certification Program (NBCP) shall have the cost of the program paid by the District in the same manner as is prescribed under Section X, Paragraph A of this contract except that the reimbursement for coursework will be at the equivalent of six credit hours of graduate level work at the University of Maine. With the advance written approval of the superintendent, the reimbursement may be made over a multiple-year period.
 2. Upon obtaining national board certification, the teacher shall be paid an annual stipend at the rate supported by state funding in addition to his/her annual salary. Payment shall be reflected in the employee's normal paychecks. At any time that the State fails to provide funding for NBC, the District is no longer obligated to pay the NBCP stipend.

Section XIII TRAVEL EXPENSES, EXTRA-CURRICULAR

- A. Any teacher who drives a bus to transport students from a school to a school sponsored activity, when authorized by the Administration, shall receive driver's pay.
- B. Any teacher who uses his/her personal fully insured motor vehicle to transport pupils to or from a school to athletic contests or any school-sponsored activity authorized by the principal, shall receive travel expenses at the current state of Maine mileage rate.

SECTION XIV TRAVEL EXPENSES, CURRICULAR

Teachers who are assigned to more than one school per day, and teachers who are authorized by the office of the Superintendent to travel, shall be reimbursed for all necessary travel in their personal vehicles at the current state of Maine mileage rate.

SECTION XV CURRICULUM DEVELOPMENT

A committee of teachers designated by MVEA shall continue to be invited to the Curriculum Committee meetings of the Board. The Superintendent will notify the President of the Association of said meetings.

SECTION XVI EXTRA-CURRICULAR AND ADMINISTRATIVE SUPPORT STIPENDS

- A. Assignments to extra-curricular and administrative support activities shall be voluntary.
- B. The Board of Directors will consider recommendations from the Association concerning the addition or deletion of extra-curricular activities or administrative support activities.
- C. For extra-curricular activities, a coach or an advisor will be placed on the appropriate step based upon years of experience in that activity.

Experience steps are as follows:

First year	Minus 10% of average stipend
Second year	Minus 5% of average stipend
Third year	Average stipend
Fourth year	Plus 5% of average stipend
Fifth year	Plus 10% of average stipend
Sixth year	Plus 15% of average stipend

- D. See Appendix C and D attached for Extra Curricular Stipend and administrative support stipend schedules
- E. The Board shall create a policy clarifying how additional activities are recognized and stipended.
- F. It is understood that any activity appointment is: (i) a one-year appointment, (ii) not an entitlement for a subsequent appointment, and (iii) not grievable. The Board reserves its right to offer or not offer, fund or not fund, any of the listed activities, and to fill such appointments with an individual of its choosing. Any opening for such an appointment, whether funded or not, shall be posted.

SECTION XVII SALARY SCHEDULE

- A. Salary Schedules
The salary schedule is based on a work year of one hundred and eighty (180) days effective September 1, 2006. The salary schedules are provided in Appendix B.
- B. A teacher retiring after teaching in M.S.A.D. No. 40 for fifteen (15) years shall be eligible to receive the teacher's per diem rate of pay for up thirty (30) days upon retirement on or before July 1 of the calendar

year she/he retires. The Board of Directors must receive a written statement from the teacher notifying the Board of his/her retirement on or before March 1 of the calendar year the teacher retires to be eligible.

- C. Any teacher who must retire for emergency health reasons and as recommended by his/her physician or for other extraordinary circumstances, at the discretion of the Superintendent, shall be allowed the same provisions as in the preceding paragraph.
- D. Upon evidence of successful completion of 15 graduate level credit hours, beyond a Bachelor's degree, a teacher shall be advanced horizontally on the salary scale to Bachelor's plus 15. Upon evidence of

Section XVII SALARY SCHEDULE (continued)

successful completion of 30 graduate level credit hours, beyond a Master's degree, a teacher shall be advanced horizontally on the salary scale to Master's plus 30. All graduate level credit hours must be to the benefit of the employee's professional career in education.

- E. Teachers shall be given credit for years of prior public or private school teaching experience as certified by the Superintendent and placed on the appropriate step in accordance with the negotiated salary schedule.
- F. Teachers who work outside the normal work day on activities or special school projects for which compensation is not otherwise provided under this Agreement will be compensated \$20.00 per hour. In order to be compensated teachers shall have prior written approval from the Superintendent or his/her designee. For this section special school projects may include such activities as Curriculum Development, Staff Development and work involving the implementation of the Certification Statute.
- G. Appointment of Mentors
 - 1. The Superintendent shall actively invite suggestions for Mentors from among the faculty and staff.
 - 2. Mentors shall be nominated by the Superintendent of the school unit and approved for appointment by the School Board.
 - 3. Mentors will be assigned to certification candidates according to procedures identified in the Department approved local support system plan. A teacher who is approved, appointed and completes service time as a Mentor will receive a stipend of \$500.00 (Per teacher - per team). The stipend is payable in two equal installments on the tenth and twentieth pay periods.
 - 4. Appointment of teachers will be made on a voluntary basis.

SECTION XVIII GRIEVANCE PROCEDURE

A. Purpose

- 1. The purpose of this procedure is to secure equitable solutions to problems that, from time to time, may arise affecting the welfare or terms and conditions of employment of teachers.
- 2. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

- 1. A "grievance" for purposes of this contract shall be defined as any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of this agreement. It is expressly understood and agreed that the definition of grievance contained in this section shall in no way affect the M.S.A.D. No. 40 School Board's exercise of its obligation to formulate and establish educational policies pertaining to the management of the M.S.A.D. No. 40 school system, pursuant to the Constitution, laws and regulations of the State of Maine or its duly authorized agencies.
- 2. An "aggrieved person" is the person or persons, or the Association 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 business days.
5. "Teacher" shall refer to a certified teacher of School Administrative District No. 40 System excluding the Administration.

C. Time Limits

1. The grievance must be initiated within thirty (30) days of the date the acts or omissions giving rise to the grievance were discovered or should have been discovered, whichever occurs first.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year, and in the event its being left unresolved until

SECTION XVIII GRIEVANCE PROCEDURE (continued)

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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practical.

D. Informal Procedure

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her Principal. If the matter is not resolved, the teacher may discuss the matter with the Superintendent.

E. Formal Procedure

1. Level One-School Principal
 - a. If an aggrieved person is not satisfied with the outcome of informal procedure, the aggrieved person may present his/her claim as a formal grievance in writing to his/her Principal.
 - b. The Principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person.
2. Level Two-Superintendent of Schools
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may within three (3) days after the decision or within eight (8) days after his/her formal presentation, upon notification to the Principal, file his/her written grievances with the Superintendent of Schools.
 - b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person for the purpose of resolving the grievance.
 - c. The Superintendent shall, within three (3) days after the hearing, render his decision and the reasons therefore in writing to the aggrieved person.
3. Level Three-Board of Directors
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within three (3) days after the decision, or within six (6) days after the hearing, upon notification to the Superintendent, file the written grievance for appeal with the Board of Directors.
 - b. The Board of Directors shall, at their next regular meeting, meet with the aggrieved person for the purpose of reviewing the grievance.
 - c. The Board of Directors shall within seven (7) days after such meeting, render its final decision and the reasons therefore in writing to the aggrieved person.
4. Level Four-Impartial Arbitration
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision or within six (6) days after the Board of Directors meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

- b. The Association shall, within five (5) days after receipt of such request, if the Grievance Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Chairman of the Board and the President of the Association shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.
- d. The arbitrator selected shall confer promptly with the representative of the Board and the Grievance committee, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he shall deem requisite.
- e. The arbitrator shall within thirty (30) days after his selection, render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this
- f.

SECTION XVIII GRIEVANCE PROCEDURE (continued)

agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on the parties.

- g. The costs for the services of the arbitrator shall be borne equally by the Association and the Board.

F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reasons of such participation.
- 2. Any teacher who is not a union member shall pay an hourly service fee for contract administration. The National Education Association, the Maine Education Association, and the MSAD# 40 Education Association jointly and severally agree to indemnify and hold the Maine School Administrative District # 40, its Board of Directors, agent 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 attorney's 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.
- 3. Any party in interest may be represented at any formal level of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer or any teacher organization other than the Association.
- 4. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all formal stages of the procedure.
- 5. 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. Copies of all documents, communications, and records dealing with the processing of a grievance shall be included in the personnel files of the aggrieved person or persons.
- 2. 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.

SECTION XIX TEACHER EVALUATION

- A. It is recognized that the purpose of evaluation is for professional growth and for decisions on whether to renominate a teacher for continued employment.
- B. When teachers are formally evaluated by principals or persons designated by the Superintendent or his representative, the same teachers will be provided an opportunity to discuss the evaluation with the

evaluator when necessary. Follow-up observations will be carried out to determine what improvements are made.

- C. Input regarding the M.S.A.D. No. 40 evaluation instrument and procedure will be requested from the teaching staff and the MVEA Executive Committee at least thirty (30) days prior to any change in format by the Board and Administration.
- D. Each year teachers will be requested by the Administration to make suggestions for improving the evaluation instrument and procedure. Teachers may initiate suggestions at any time during the school year.
- E. A copy of the evaluation forms and criteria to be utilized in the District will be presented by the Administration to all new teachers in the District prior to September 15 of the beginning contract year and posted in the teachers' room of each school.
- F. Paragraphs A and B of this Section are matters of educational policy and are not grievable.

SECTION XX SCHOOL CALENDAR

- A. The Superintendent or his designee will seek input each year from the teaching staff and the MVEA Executive Committee before releasing the final calendar for the next school year.
- B. The Superintendent or his designee will seek suggestions from the teaching staff and the MVEA Executive Committee regarding the format and subject matter of all District-wide teacher workshops and in-service training days in the school calendar.
- C. A copy of the school year's calendar, when finalized, will be distributed to all teaching staff in the spring of each year.
- D. The annual number of contract days for teachers will be one hundred and eighty (180) workdays.

SECTION XXI TEACHER RIGHTS

- A. Whenever a teacher is required to appear before the Board concerning a matter that could adversely affect his/her continuing contract, the teacher shall be given prior written notice and reason. The teacher shall be entitled to have a representative of the Association or legal counsel present on his/her behalf.
- B. Personnel File
 - 1. Upon written request to the Superintendent or his designee at the office of the Superintendent, a teacher shall be given access to his/her file during normal business hours. All teacher personnel files shall be kept at the Superintendent's office. Upon request, the teacher shall be furnished a reproduction of material in his/her file at a nominal cost per copy.
 - 2. Any material placed in an employee's personnel file must be presented to be signed by the employee. An employee's signature does not necessarily indicate agreement, but verifies that the employee has seen the material. If an employee refuses to sign, refusal to sign will be verified and noted by the Superintendent.
 - 3. Any response to material placed in file must be attached to the original document.
 - 4. A teacher may request of the superintendent that any negative material in his/her personnel file be removed after two years. Removal of material is at the discretion of the Superintendent.

C.

1. No teacher with continuing contract status with M.S.A.D. No. 40 shall be subject to written reprimand, suspension, dismissal or non-renewal of his or her employment contract without just cause. Just cause shall mean, under this provision, as to whether or not M.S.A.D. No. 40 Board of Directors or any Administrator within the school system who has initiated a written reprimand, suspension, dismissal or non-renewal has acted arbitrarily or capriciously.
 2. Any imposed leave or administrative leave pertaining to C. 1 does not constitute a break in continuing contract status.
 3. In any arbitration properly invoked under this provision regarding a written reprimand, suspension, dismissal or non-renewal, the arbitrator shall have no authority to add to, detract from, alter, amend or modify any provisions of this agreement.
- D. Neither the Board nor the Association shall discriminate against any employee on the basis of race, color, sex, religion, age, national origin, sexual orientation, or physical or mental disability not related to any bona fide occupational qualification.

Section XXII ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that a copy of the agenda of any regular and/or special School Board meeting shall be mailed or e-mailed to the President of the Association at the same time every Board member's copy is mailed or e-mailed. The Association President will be notified by phone of emergency meetings.
- B. The Board agrees to continue its practice of preparing and making available to all teachers an annual Register of School District Personnel.
- C. The Board will consider granting paid leave to the President of the Association for business concerning the Association. Such leave, if granted, will be limited to two (2) days per year. One additional day may be granted from personal leave.

SECTION XXIII RIGHTS OF THE BOARD

- A. It is acknowledged that the M.S.A.D. No. 40 Board of Directors, as the elected representatives of the citizens of M.S.A.D. No. 40 and with the powers provided by the statutes of the State of Maine, charged with the responsibility for the quality of education in, and the efficient operation of, the school system, has the final responsibility of establishing the education policies of the public schools of M.S.A.D. No. 40.
- B. Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Board under the statutes of the State of Maine or the rules and regulations of any agencies of the State. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this Agreement.
- C. The Board retains, exclusively to itself, all rights and powers that it has or may hereafter be granted by law.

SECTION XXIV WORKING CONDITIONS

- A. It is recognized that one of a teacher's primary responsibilities is to teach and that the teacher's energies should be utilized to this end within the framework of the school operation.
- B. Recognizing the uniqueness of each school's program of operation, the Board will schedule a daily minimum twenty (20) minutes duty free lunch period for all teaching personnel.

- C. The School Day will be generally defined as one half hour before the student day and one half hour after.
- D. Full and part-time teachers can be required to attend, outside the regular school day without additional compensation, faculty and other professional meetings, not to exceed twenty-seven (27) in any one school year. Workshop days are not included in the 27 meetings and are not subject to stipulated school day hours. Exceptions to this provision can be made by an appropriate supervisor on a case-by-case basis with teachers being awarded comp time on an equal basis for time spent in meetings over the 27.
- E. Teachers shall be provided written notice of class or subject assignments and anticipated building and room assignment for the next year, at least one week prior to the close of school. When changes in schedules or assignments caused by extenuating circumstances are required after the cut off time indicated above, the affected teacher will be notified in writing and will be provided two work days at the per diem rate. Usage to be approved by the Superintendent.
- F. Should the Board find it necessary to change the length of a teacher's total in-school workday, the Board shall first review the implications of such a change with the Association.

G. Planning Period

The Board and the Association agree to a goal of providing a minimum of two hundred (200) minutes per week for all teachers during a normal workweek. This uninterrupted time shall be during the

Section XXIV WORKING CONDITIONS (continued)

regular workday and is intended to be used as preparation/follow-up for instruction. Additionally, teachers shall not be responsible for students during this time. This goal is not subject to the grievance procedure.

SECTION XXV CONTRACT PROVISIONS

- A. The Board agrees to give notice of vacancies in all positions at least seven (7) calendar days before the deadline for filing the application, except in emergencies. The Superintendent shall give notices in the following manner.
 - 1. Posting in each school except during the summer.
 - 2. During the summer, posting at the Superintendent's office, Medomak Valley High School and notification to the President of MVEA.
 - 3. Qualifications for the position will be stated.
- B. Within fifteen (15) days after filing vacancies, the Superintendent shall give written notice thereof to all teachers who shall have made written applications for the position.
- C. Teachers wishing to be considered for transfer or reassignment must notify the office of the Superintendent in writing within ten (10) days of posting in the schools or advertising in the summer indicating the reason(s) for requesting the transfer or reassignment and the school(s) and/or position(s) desired.
- D. Notice of a reassignment or transfer not requested by a teacher, shall be given to the teacher as soon as practical (normally, except in cases of extreme emergency, at least thirty (30) days before the date of such reassignment or transfer) by the Superintendent and/or the Principal under whom the teacher was assigned prior to the new assignment or transfer.

SECTION XXVI REDUCTION IN FORCE

A. Impact Areas

- 1. K-8
- 2. 7-12
- 3. Those with certification in grades 7 & 8 will be included in both impact areas.

B. Order of Layoff

1. When the Board determines that a reduction in force is necessary, it shall consider the relative qualifications and abilities of all teachers within the specific impact area.
2. The criteria that shall be considered, certification, highly qualified status, length of service, performance evaluation, and teaching experience.
3. A continuing contract teacher shall not be RIFed over the retention of a non-continuing contract (probationary) teacher.

C. Recall

1. When a vacancy occurs within a specific impact area, those continuing contract teachers who have lost their position within the specific impact area shall be offered that position if qualified. The criteria used to determine "qualified" is outlined in B.2.
2. Continuing contract teachers shall remain on the recall list for a period of twenty-four (24) months 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 an equivalent amount of time, whichever is sooner. 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.

D. Other Considerations

1. Teachers losing their position or requesting transfer shall have first refusal, if qualified, in filling any vacancies in the school system. Criteria used to determine "qualified" is outlined in B.2.
- 2.

Section XXVI REDUCTION IN FORCE (continued)

3. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return to active employment if within the twenty-four (24) month recall period.
4. A Teacher who is laid off shall receive at least a ninety (90) calendar-day prior written notice of the pending layoff.
5. A Teacher who receives notice of layoff shall be granted an additional two (2) days leave of absence with pay to apply for an interview for other positions with the Superintendent's approval.
6. The Association shall indemnify and hold the Board harmless against any and all claims and suits that may arise by reason of any action taken in making reductions in force pursuant to this Article. This does not preclude the right to file a grievance

Section XXVII PROTECTION OF TEACHERS

A. 20A M.S.R.A § 4009. Civil liability

(This law is cited to serve as a reference for informational purposes only and is not subject to the grievance procedure provision of this Agreement.)

The following provisions apply to civil liability.

1. Reasonable force: A teacher or other person entrusted with the care or supervision of a person for special or limited purposes may not be held civilly liable for the use of a reasonable degree of force against the person who creates a disturbance if the teacher or other person reasonably believes it is necessary to:
 - a. Control the disturbing behavior; or
 - b. Remove the person from the scene of the disturbance.
2. Exceptions: Subsection 1 shall not apply to the intentional or reckless use of force that creates a substantial risk of death, serious bodily injury or extraordinary pain.
3. Effect on civil liability: This section may not be construed to increase the scope of potential civil liability of a teacher or other person entrusted with the care or supervision of a person for special or limited purposes.
4. Emergency medical treatment: Notwithstanding any other provision of any public or private and special law, any non licensed agent or employee of a school or school administrative unit

who renders first aid, emergency treatment or rescue assistance to a student during a school program may not be held liable for injuries alleged to have been sustained by that student or for the death of that student alleged to have occurred as a result of an act or omission in rendering such aid, treatment or assistance. This subsection does not apply to injuries or death caused willfully, wantonly or recklessly or by gross negligence on the part of the agent or employee.

B. Board Liability Protection for Teachers

The Board maintains liability protection through insurance coverage for teachers in the performance of duties pursuant to the terms of the liability policy. The policy is available for review at the Superintendent's office.

C. Reimbursement Procedure

A teacher who has suffered damage, loss, or theft of personal property incurred while performing his/her duties as employees of the District, shall submit, within fourteen (14) days of the loss, a written request to the Superintendent for reimbursement. The Superintendent shall notify the teacher, in writing, whether the request for reimbursement, in whole or part, shall be granted.

D. Reporting of Unsafe Conditions

1. The Board and the Association agree that they do not want teachers to work in unsafe conditions. The teacher shall report an unsafe condition as soon as possible to the administration. The administration shall work to resolve the reported condition as soon as possible.
2. A teacher shall immediately report cases of assault suffered by the teacher in connection with her/his employment to his/her principal or other immediate supervisor.

SECTION XXVIII EMPLOYMENT OF REHIRED RETIRED TEACHERS

- A. A rehired retired teacher (RRT) is defined as any teacher who was eligible to retire, who retired and severed employment, who is receiving retirement benefits from the Maine State Retirement System, and who has returned to teaching pursuant to 5 M.R.S.A. §17855.
- B. Any retired teacher (RRT) hired or re-hired by the Board shall be employed as a probationary teacher pursuant to 20-A M.R.S.A. §13201. The terms and conditions of this Agreement pertaining to probationary teachers shall be controlling.
- C. With respect to the initial placement on the salary schedule, the teacher (RRT) shall be placed on the salary schedule based on experience and education consistent with the Board's policy for initial salary placement.
- D. The teacher's (RRT) seniority date for purposes other than the salary schedule referred to in paragraph C (including but not limited to reduction in force) shall be based on continuous employment with the Board as of the most recent date of hire or rehire.
- E. If the teacher (RRT) was previously employed by the Board, there shall be no entitlement to any previous benefit accruals including but not limited to: sick leave, eligibility for other leaves, severance benefits, and longevity pay. No credit for previous experience for such benefits shall be given.
- F. The teacher (RRT) shall continue his/her health insurance benefit through the Maine State Retirement System. The teacher shall receive cash in lieu of the single monthly premium paid by the Board under the Choice Plus Plan, 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. If the teacher (RRT) is employed less than full time, the teacher's salary and benefits shall be prorated.

SECTION XXIX TERMS OF AGREEMENT

- A. Copies of this agreement shall be made available by the Board to all teachers employed in the District within thirty (30) days after the agreement is signed. The cost for preparing the copies will be shared equally between the Board and the MVEA.
- B. This Agreement shall contain the entire agreement between the parties and no statement, promises or inducements made by any party hereto, or agent or employee of either party hereto, which is not contained in this written contract shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.
- C. In Witness Whereof, the parties have caused this Agreement to be executed the day and the year first above Written, the signatures hereto being authorized to sign and agree to this agreement.

Maine School Administrative District No. 40

Medomak Valley Education Association

By: _____
(Chairman of the Board)

By: _____
(President, M.V.E.A.)

Date: ____/____/____

Date: ____/____/____

