

2017-2020 Mt. Blue Tchr CBA

**COLLECTIVE BARGAINING AGREEMENT
MT. BLUE REGIONAL SCHOOL DISTRICT-RSU9
AND
MT. BLUE REGIONAL SCHOOL DISTRICT EDUCATION
ASSOCIATION**

(TEACHERS)

2017-2020

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PREAMBLE

Whereas, the Board of Directors and the teachers of Mt. Blue Regional School District recognize that providing a quality education for all of the children in this District is a mutual aim, and that the character of such education depends in large measure upon the quality, morale and performance of the members of the staff, and

Whereas, both parties recognize that the Board of Directors, under law, has the final responsibility of establishing policies for the District, and

Whereas, both parties recognize that the Superintendent and his staff have the responsibility of executing the policies established, and

Whereas, both parties recognize that the efficient pursuit of the myriad tasks of education require a line-staff relationship, and

Whereas both parties recognize that the professional teaching staff has the ultimate responsibility in the classroom to provide the best possible education,

Wherefore, both parties to this Agreement agree that the best interests of education will be served by establishing procedures in compliance with Title 26 M.R.S.A., Section 961 and following, State of Maine, to provide for an orderly method of conferring and negotiating in good faith with respect to wages, hours and working conditions and contract grievance arbitration. The parties agree that free and open exchange of views is desirable and necessary in deliberating matters of mutual concern.

ARTICLE I-RECOGNITION

- A. The Board of Directors of Mt. Blue Regional School District, (hereinafter called the Board), recognizes the Mt. Blue Regional School District Education Association/MEA/NEA, (hereinafter called the Association), as the sole and exclusive bargaining representative, as defined in 26 M.R.S.A § 962, for the entire group of certified professional public employees of the District employed in a job or position in which a certified person is required, but shall not include the Superintendent of Schools, the Director of Curriculum, Instruction and Assessment, all Supervising Principals, the Director of Vocational Education, Non-teaching Assistant Principals, the Director of Special Education, Dean of Students, Education Technicians and Tutors, the Director of Guidance and Speech Therapists.
- B. Unless otherwise noted, the term teachers, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined.

ARTICLE II- NEGOTIATION PROCEDURE

- A. The Board agrees to negotiate with the Association pursuant to Title 26, M.R.S.A. Any Agreement so negotiated and, when ratified and signed by both parties, shall apply to all teachers within the unit.
- B The negotiations shall be in executive session unless waived by mutual agreement in the ground rules.
- C. At any time either party to this Agreement wishes to change the terms of the Agreement, it shall reduce the statement of the issue to writing, stating the reasons for the request and submit the written document to the other party. If the proposal to change the Agreement originates with the teachers, the written statement shall be delivered to the Superintendent of Schools, and, if the proposal to the Agreement originates with the Board, the written statement shall be delivered to the president of the Association.

Within five (5) working days of the time that the written statement is delivered, if mutually agreed by the parties, the Superintendent of Schools and the Chairman of the Association's Negotiation Committee shall set a date, which shall be no more than fourteen (14) days from the date of the written request, by mutual consent, to discuss the matter.

At these discussions, amendments to the Agreement shall be proposed, may be discussed, and shall be instituted as part of the Agreement upon the mutual consent of both parties to the Agreement and upon ratification of both the teachers and the Board.

If no agreement is reached, the original article in the Agreement shall hold through the term of the Agreement and is not subject to mediation, fact finding or arbitration procedure.

- D. Any changes related to hours, salary and/or working conditions will be negotiated with the Association and mutual agreement shall be reached before implementation. In the event the Board is considering a change in a matter of educational policy, the Superintendent shall provide written notice of such consideration to the Association. If requested in writing by the Association, representatives of the Board shall meet with representatives of the Association for the purposes of meeting and consulting pursuant to the 26 M.R.S.A § 965. If the Board subsequently adopts a change in educational policy, it shall provide in written notice to the Association and, upon written request, negotiate its impact on wages, hours and working conditions.
- E. Not later than September 30th, the Superintendent and the President of the Association shall meet to initiate Board policy and regulation regarding the educational advisory committee (Board Policy EAC/-EAC-R)

ARTICLE III – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the meaning or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration with their Association representative present.

B. Definitions

1. A “grievance” is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the specific terms of this Agreement.
2. A “grievant” is the employee covered by this Agreement who files a grievance or the Association.
3. A “party in interest” is the employee or employees making the claim, any person who might be required to take action, or any person whom action might be taken against in order to resolve the claim.
4. “Days” shall mean weekdays, Monday through Friday, excluding legal holidays.
5. “Teacher” shall refer to all certified personnel as defined under Article I (A).

C. Time Limit

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the school system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.
2. A grievance will be deemed waived unless submitted in writing within forty (40) days after the grievant first knew, or should have known, of the events or conditions constituting the alleged grievance.
3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein. Failure on the part of the Board or its agent to respond to a grievance in the time specified shall automatically give the grievant access to the next step of the procedure.

D. Informal Procedure

1. If an employee feels that s/he may have a grievance, s/he shall first discuss the matter with her/his principal or other appropriate supervisor in an effort to resolve the problem informally.
2. If an employee is not satisfied with such disposition of the matter, s/he shall have the right to discuss the matter with the Superintendent in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One- Principal /Appropriate Supervisor

- a. If the grievant is not satisfied with outcome of the informal procedure, s/he may present her/his claim as a formal grievance in writing.
- b. The principal/supervisor shall, within five (5) days after receipt of the grievance, render her/his decision and the reason(s) therefore in writing to the grievant, with a copy to the President and grievance officer of the Association.

2. Level Two- Superintendent of Schools or Designee

- a. If the grievant is not satisfied with the resolution of the grievance at Level One, s/he may, within ten (10) days after receipt of the Level One response file her/his grievance with the Superintendent or designee.
- b. The Superintendent or designee shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent or designee shall, within five (5) days after meeting, render his/her decision and the reason(s) therefore in writing to the grievant, with a copy to the President and grievance officer of the Association.

3. Level Three-Board of Directors

- a. If the grievant is not satisfied with the resolution of the grievance at Level Two, s/he may, within five (5) days after receipt of the Level Two response, appeal the decision of the Superintendent or designee to the Board.
- b. The Board at the next possible board meeting (meaning with adequate time to add this to the agenda) or at a special meeting will, within twenty-three (23) calendar days after receipt of the appeal, meet with the grievant for the purpose of reviewing the grievance.
- c. The Board shall within five (5) days after such meeting render its decision with the reason(s) therefore in writing to the grievant, with a copy to the President and Grievance Officer of the Association.

4. Level Four-Arbitration

- a. If the grievant(s) is/are not satisfied with the disposition of the grievance at Level Three, s/he may, within five (5) days after receipt of the Level Three response, request in writing to the President of the Association that the grievance be submitted to Arbitration.
- b. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within fifteen (15) days after receipt of the Level Three decision, notify the Board of its intent to request arbitration.
- c. The Board, through its representative, and the Association, through its representative, shall within ten (10) days after the notification in b. above, 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 ten (10) days, the Association may, within ten (10) days after notification to the Board, request the services of the American Arbitration Association for resolution using its rules and procedures.
- d. The arbitrator selected shall confer promptly with the representatives of the Board and the grievant, and shall review the record of the prior meetings and shall hold such hearings with the grievant and the Board as he/she shall deem requisite.
- e. The arbitrator shall, within thirty (30) days after the hearing, render her/his decision in writing to all parties in interest, setting forth her/his findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify the provision of the Agreement and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with statutory duties of the Board or violates the terms of this Agreement. The arbitrator's decision shall be final and binding on the parties, subject to judicial review.
- f. The cost of services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Employees to Representation

1. Any party in interest not part of this bargaining unit may be represented at Level Three of the Informal Grievance Procedure by a person of her/his own choosing.
2. The grievant or parties in interest who are part of this bargaining unit may only be represented by a person approved by the Association.
3. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance by reason of such participation.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant. The Association shall hold the Board and its designee completely harmless against any claims or suits of any nature which may arise by reason of the Board's compliance with this specific section.
2. Any meetings or hearings under this procedure shall be conducted in private and shall include only such parties in interest and the designated or selected representatives, heretofore referred to in this procedure.
3. If a grievance affects a group of employees, the Association may submit the grievance in writing beginning with Level Two of the formal procedure and the Association may continue to process the grievance through the remaining levels of the procedure. A grievance affecting an individual may start at Level Two if it was established through the informal process that the principal/appropriate supervisor is not authorized to settle the grievance.
4. Forms for filing and processing of grievances shall be prepared and distributed by the Superintendent with copies provided to the Association.

ARTICLE IV- TEACHERS RIGHTS

- A. Pursuant to Title 26 M.R.S.A. Section 961 and the following, the Board hereby agrees that every employee of the Board has the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Maine, the Board undertakes and agrees that the Board shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of the rights conferred under Title 26 M.R.S.A. Section 961, and following, or other laws of the State of Maine and the United States: that the Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of the teacher's membership in the Association and its affiliates, collective negotiations with the Board of this institution, of any grievance complaints, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing herein contained shall be construed to deny or restrict any teacher such rights as the teacher may have under State of Maine School Laws or other laws or regulations. The rights to teachers hereunder shall be deemed to be in addition to those provided for elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantages without just cause, and no teacher who has served beyond the probationary period shall fail to have his or her contract renewed without just cause.

- D. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office position or employment or the salary or any increments thereto, then s/he shall be given prior written notice of the reason(s) for such meetings and shall be entitled to have a representative of his/her own choosing to advise him/her and represent him/her during such meeting. When necessary to suspend a teacher, charges shall be presented immediately in writing.

Each teacher shall have the right, during any meeting with the Superintendent, Board or any committee, to terminate that meeting when and if the teacher believes that the subject matter of the meeting could adversely affect the continuation of that teacher in his or her office, position or employment, or his or her salary or increments thereto, until that teacher is permitted to have a representative of his or her choosing to be present to advise and represent that teacher during such meeting.

- E. Pursuant to Title 20A, Chapter 508, evaluations conducted and effectiveness ratings resulting from implementation under Chapter 508 shall be performed in good faith and shall be consistent with the Teacher Evaluation and Professional Growth system developed by the Initial Stakeholders and adopted by the Board.

E. Reduction in Force

1. At the time the Board determines that there shall be a reduction of bargaining unit positions within the school system, the Board shall notify the Association of the positions to be eliminated and shall give the Association a statement describing the reasons that the positions are to be eliminated.
2. The Association will be given the opportunity to discuss the elimination of such bargaining unit positions with the administration. The final decision pertaining to these matters is the sole prerogative of the Board.
3. Selection for Layoff: Once the Board has made its determination, the staff to be laid off shall be identified by specific criteria.
 - a. Process: The following criteria are preference based and are listed in the order of importance. Whenever the result of a criteria is equal, then the next listed criterion shall be considered until a difference is determined and the candidate with the least qualifications using the criterion below is identified for layoff.
 1. professional certification
 2. seniority within the RSU
 3. Teacher Evaluation (effectiveness will only be factored in once the evaluation process is fully implemented)
 4. advanced degrees
 5. total teaching experience

In case of two or more teachers having the same seniority in the R.S.U. #9, the teacher having the longest total teaching experience shall be the most senior teacher.

Within the impact area, employees shall be selected for layoff by the above factors referred to in criterion (3a).

Impact Area: The impact area shall be considered at three (3) grades on either side of the affected position(s) of the laid off teacher, as determined by the certification of the person(s) in the affected position(s).

- a. Grades K-8
- b. Grades 7-12, except in circumstances where a teacher's certificate allows him or her to move across these boundaries (not to exceed certification boundary) and
- c. Except in the areas of Art, Guidance, Home Economics, Library, Music, Physical Education, Federally Funded positions and Special Services where they shall be grades K-12. However, the teacher retained must be certified to serve in the remaining position(s)

4. Displacement

- a. In order for an employee notified of his/her pending layoff be considered for displacing another employee, the employee must have the necessary State of Maine certification, endorsement or license and prior teaching experience in the area (department) within the District. The same criteria and process used to determine reduction in force will be used to determine displacement rights and shall be followed in the same order of preference.
- b. Notice of intent to exercise this displacement option must be given in writing to the Superintendent with a copy to the Association within seven (7) calendar days after an employee is notified that she/he no longer has a position. Within seven (7) calendar days after the employee gives such notification, the Superintendent will notify the affected employee that he/she is to be displaced and discuss any possible options.

5. Notice of Layoff

- a. A bargaining unit member who is to be laid off shall receive at least ninety (90) calendar days notice of layoff in writing, sent certified mail, return receipt requested, or hand delivered and signed by the employee.
- b. A copy of the notice of layoff shall be sent to the President of the Association.

6. Recall Rights

- a. Employees will be recalled in the reverse order of layoff. Any employee who is laid off shall have recall rights for any position for which they are qualified for a period of up to two (2) years. It is the responsibility of the employee to keep his/her address current in the Office of the Superintendent. If at least two (2) laid off employees are determined by the administration to be qualified, the one with the greatest ability as determined by the Board will be offered the position first. For the purpose of recall, qualification shall be defined as certified/endorsed or licensed in the area. If two endorsements are required, endorsed in one and transitional (conditional) endorsement in the other shall be acceptable.

- b. No new hires in an impact area will be employed until all employees subject to recall have:
 - 1. Waived recall right in writing
 - 2. Resigned
 - 3. Failed to accept within one (1) calendar week of receipt of written notice of recall to the positions offered or within two (2) calendar weeks of the first attempt to deliver the certified letter with a return receipt requested by the District; and/or
 - 4. Failed to report to work within fourteen (14) calendar days after receipt of the notice of recall unless the provision is waived by the Board.

- c. Should reemployment occur within the recall period, all benefits provided by this Agreement shall be reinstated as though the teacher was continuously employed. The provision shall not affect the contract status of an individual no placement on the salary schedule. Reenrollment in the medical or dental plans may be subject to each plan's enrollment policy.

- d. Any teacher or layoff may continue to participate in the group health insurance program at his/her own expense according to COBRA guidelines.

- F. Any complaints regarding a teacher or by any parents, students, or other persons that warrant further action shall be called to the attention of the teacher and promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by the Association or any person of his/her choice at any meetings regarding such complaints. No other complaints shall be considered in the reemployment of a teacher unless the teacher has been notified of such complaint.

- G. A teacher shall have the right, upon appointment, to review the contents of his/her personnel file and to receive copies at the teacher's expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association or a representative of his/her choice present during such a review. However, each teacher shall receive one (1) set of documents at Board expense once per five (5) year period.

- H.
 - 1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that s/he has received such material by affixing his/her signature to acknowledgement receipt document which will be attached to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

 - 2. The teacher shall also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. During the school year, the teacher shall have up to fifteen (15) days after the receipt of the materials to file a rebuttal. After the school year, the teacher shall have fifteen (15) school business days to file the rebuttal.

3. After a period of three (3) years from the time any derogatory material is placed in the teacher's personnel file, the teacher may request in writing to the Superintendent that any derogatory material be removed. The Superintendent's decision shall be provided in writing to the teacher within ten (10) working days from receipt of the removal request, with a copy attached to the specific materials in question.
 4. Except as required by law or regulation, derogatory materials shall not be released or used pertaining to non-district matters regarding employment or recommendations.
 5. Any derogatory material that is rebutted in writing by the teacher pursuant to the procedures set forth in Section H.2 above may be grieved as to its accuracy in the event the document(s) is used in any future matter involving the teacher's employment within the District.
 6. Evaluation materials shall not be removed from the personnel file.
- I. If a grievance is filed concerning action covered by Sections C and E of this Article, the action shall not be considered irrevocable until the grievance procedure under Article III is completed. The filing of a grievance shall not mean that the running of any statutory or contractual time limits is tolled and it is expressly agreed that all statutory and contractual time limits shall commence with the action asserted by the Board, its agent or representative, whether or not a grievance is filed.
 - J. All monitoring or observation of professional performance of a teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE V- ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, in response to reasonable and timely requests, any information related to bargaining issues. The Board shall make available to the Association any information at its disposal relating to the processing of a grievance.
- B. When any representative of the Association or any teacher is mutually scheduled by the parties to participate in negotiations, (including grievance proceedings, mediation, fact finding, arbitration), conferences or meetings with the Board and/or its representative, he/she shall suffer no loss of pay or any action which may affect his/her employment or salary status.
- C. The local Association will be permitted to transact its business on school property, provided that this does not interfere with or interrupt normal school operations and that permission is granted by the principal. The local Association has the right to utilize personnel from the State and National levels in the process of transacting such business.
- D. The Association and its representative may have the right to use school buildings at reasonable hours for meetings, provided that this not interfere with or interrupt normal school operations and further provided that the Principal of the building in question has approved in advance the time and place of all such planned meetings.

- E. The Association may have the right to use the school facilities and equipment on school property, including typewriters, personal computers, stenographic machines, other duplicating equipment, calculating machines, all types of audiovisual equipment, classroom computers, at reasonable times, when such equipment is not otherwise in use, with the permission of the Principal in each case, and charges will be made for materials used.
- F. The Association may have, in each building, the right to use a bulletin Board in each existing faculty lounge and teacher's dining room. The Association may have the right to use the bulletin Board in the Central Office for Association notices with the approval of the Superintendent.
- G. The Association may have the right to use inter-school mail facilities and school mail boxes, as long as it does not interfere with normal operations.
- H. The Association may have the right to have telephones installed in any reasonable location in any school as long as all costs are borne by the Association, and it is approved by the Superintendent.
- I. The Board shall not be expected to assume the cost of purely social events conducted as part of orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate in-service training activity of the Board.
- J. The Association shall have the right to place items on the agenda of a Board meeting in accordance with Board policy.
- K. Every school year up to six (6) days of the school year will be allowed for the Association President to attend local, state, or national conferences, or other business pertinent to Association affairs. He/she shall be excused without loss of pay providing that the Association shall reimburse the Board for the salary of the substitute. A written notification for leave shall be submitted to the Superintendent by the President of the Association three (3) working days prior to the meeting.

ARTICLE VI- LENGTH OF SCHOOL YEAR

- A. The school year for teachers shall be five (5) days beyond the length of the student year. Teachers shall be paid in accordance to categories in Section D.
- B. A committee of teachers will meet with the Board and Superintendent to meet and consult on the school calendar. The Board reserves the right to establish a school calendar within the limits of section A.
- C. Teachers shall be allowed to attend conventions, conferences, and workshops without loss of pay with prior approval of the Board or its designee.
- D. Extended Work Year Categories/Stipends
 - 1. Category 1

Those teachers under contract individually to work more than one hundred and eighty (180) days. These include at the present time, guidance. These people will receive per diem pay.

2. Category 2

Those teachers needed to work beyond the normal one hundred and eighty (180) days to perform such services as consultative services, diagnostic and testing services with students that constitute a direct continuation of their regular and typical assignments as teachers within the district. These people shall also receive per diem pay for these services. Any teacher required to attend a student's I.E.P. meeting beyond the 180 workdays shall be compensated at an hourly rate based on his/her per diem rate calculated on a six hour work day. All time worked is subject to administration approval.

3. Category 3

Extended Year Program: Grandfather at hourly per diem those who worked the last two years of the previous contract. Set per diem cap for all new doing regular education at 0-15 years on salary scale \$32.00/hr and 16 years plus on the salary scale \$41.00/hr. Special Education shall receive actual per diem rate for extended year program.

4. Category 4

Those teachers involved in work on regular district curriculum committees involved in researching and writing long term grade and/or subject area curriculum and the enhancement of teaching strategies and methods for the benefit of the entire school system. Since participation in such activities requires specific types of expertise and benefits the school system in the long run, the rate of pay for these activities shall be based on six (6) hours times the committee rate (see Attachment B) per day. A day shall be defined as six (6) direct working hours. If authorized in writing by the Superintendent or designee, technology integrators may work an additional twenty (20) days per year and shall be compensated for such work at the committee rate times six (6) per day.

5. Category 5

Those teachers involved in an approved extended day program activity shall be paid at \$24.00 2017-2018; \$30.00 2018-2019; \$32.00 2019-2020.

ARTICLE VII- TEACHING HOURS

- A. Teachers, as professionals, are responsible for devoting the time necessary to perform their teaching assignments to a professional standard.
 - 1. All teachers shall be in their assigned area a minimum of fifteen (15) minutes before the official start of the school day
 - 2. All teachers will remain on duty in their respective buildings to assist pupils for a minimum of thirty (30) minutes after pupil dismissal unless excused by the Principal. The total length of the regular teacher work day will not exceed 7 hours per day except on days when faculty meetings are scheduled in accordance with the section below.
 - 3. Teachers may be required to attend up to two (2) meetings per month called by administration, unless excused by the principal
 - 4. No meetings will exceed ninety (90) minutes unless agreed to by a majority of those present.
 - 5. Evening meetings, if considered necessary, may be called with the approval of a majority of the teachers concerned.
- B. Teachers performing supervisory duties that exceed the time requirements of sections A.1 and 2 above, shall be granted compensatory time at a time mutually agreeable with the building principal.

ARTICLE VIII- CLASS SIZE

- A. The Board shall set class size at the lowest possible level consistent with economic necessity and in compliance with State regulations.
- B. When at all possible, class sizes shall be consistent within a grade level.
- C. If a kindergarten pupil/teacher ration exceeds 18 to 1, the Board will employ an education technician.

ARTICLE IX- NON-TEACHING DUTIES

To free teachers for their prime responsibility of teaching in the classroom as defined in paragraph five (5), Preamble to this Agreement, no teacher will be require to perform any non-supervisory duty, specifically, collecting money for insurance or pictures or maintaining registers of enrollment, making out emergency procedure or enrollment forms or cards. Teachers shall not be required to administer or dispense medication, either prescription or non-prescription.

ARTICLE X- CONDITIONS OF EMPLOYMENT

A. Salaries

1. The salaries of all teachers covered by this Agreement are set forth in Attachments A&B which are attached hereto and made a part thereof.
2. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Friday, except that teachers may elect to have their summer pay in one lump sum to be paid on the first payroll in July, with notification to the Superintendent or designee by May 1. Proper payroll deductions shall be made from this check for medical insurance, retirement, Association dues, and other deductions authorized by each teacher. In any year in which the end of a contract year and start of the next contract year results in a three (3) week gap between paychecks, the District will provide written notice during the month of June.

Teachers will have their paychecks directly deposited to the teacher's authorized financial institution and shall receive an electronic notification of the direct deposit to their individual email address.

3. The Board agrees to deduct from teachers' salaries money for local, state, and national Association dues as authorized by the teacher in writing on the membership form. Deductions shall be taken in twenty (20) equal installments. Authorization shall be continuous unless a teacher revokes such authorization by giving notice to the Association and the Board between August 15 and September 15 of any year. The Association shall certify in writing to the Board the current rates of local, state and national dues prior to the effective date of the changes. The Association shall indemnify and hold the Board harmless against any claim and suits which may arise by reason of making any such deductions.
4. List of deductions:
 - a. Direct Deposit
 - b. Tax Sheltered Annuities (403b contribution are permitted on a quarterly basis). Effective September 1, 2012 any new participant will share in any administrative cost on a 50/50 basis with the Board. For any active participant as of August 31, 2012, the Board will pay any administrative fees if 403 b contributions continues.
 - c. Health Insurance,
 - d. Cancer Insurance,
 - e. Income Protection-Horace Mann,
 - f. Individual Retirement Accounts,
 - g. Association Dues,
 - h. Life Insurance,
 - i. Delta Dental Insurance,
 - j. United Way,
 - k. Others as permitted by Superintendent

5. Charitable contributions that are approved by the Superintendent of Schools and authorized by the teacher during the school year shall be deducted in twenty (20) equal installments from the last twenty (20) payrolls of the school year. No authorization for charitable contributions shall be honored after April 1st. State and Federal deductions shall be taken from all payroll checks at the legal and appropriate levels.
6. Teachers who retire (meeting MPERS criteria) from Mt. Blue Regional School District may receive all salary and any other compensation due to them no later than the second payroll in July. Upon retirement and at the end of the teacher's employment contract, a teacher shall receive payment on the last day of employment for up to one-third of accumulated sick leave not to exceed forty five (45) days of the teacher's per diem rate of pay if notice to retire is given before March 15. Teachers shall be allowed to contribute 90 days of accrued leave to MPERS toward creditable service, as provided by retirement system rules.

B. New Teacher's Pay

New teachers with experience will be employed at the same salary level as those presently in the system with the same training and experience.

C. Leave of Absence

The Board of Directors may grant a leave of absence subject to the following:

Any leave of absence shall be presented to the Superintendent in writing. The Superintendent shall place the proposal on the agenda of the Board of Directors meeting immediately following receipt of the written proposal. A person who has an approved leave of absence of one (1) year or more and returns will not be credited with a year of teaching, but the continuity of service will not be considered broken when considering seniority.

D. Military Leave

Teachers who are called into active military service while in the employ of Mt. Blue Regional School District shall be given credit for the number of years of involuntary service on military leave as years of credit on the salary agreement. No credit will be given for military experience unless the above qualifications are met.

In the event a teacher is called into active military service, the teacher may elect one of the following:

1. Leave without pay from Mt. Blue Regional School District, or
2. Leave with pay from Mt. Blue Regional School District, with the teacher reimbursing the District for any military pay received.

E. Sabbatical Leave

Sabbatical leave with one-half (1/2) of that teacher's contracted salary rate for the length of absence may be granted by the Board of Directors for up to one (1) year after the

teacher has completed seven (7) years of continuous service with Mt. Blue Regional School District. Time on sabbatical leave does not count as a year of experience on the salary schedule. Applications for sabbatical leave shall be filed with the Superintendent of Schools on or before December 15 and the Board of Directors shall act upon the applications on or before February 15.

The teacher shall receive, in addition to one-half (1/2) of his/her contracted salary rate, one-half (1/2) of the District's health insurance coverage. Any teacher accepting sabbatical leave shall enter into a notarized legal agreement with the Board which shall provide that if a teacher on his or her own volition does not complete one full year of service for the Board upon completion of the sabbatical, the teacher shall return to the Board all salary received while on sabbatical leave and the dollar value of the fringe benefits provided by the Board.

Sabbatical leave proposals shall be reduced to writing by the teacher and discussed with the Superintendent prior to this becoming a Board agenda item. The teacher and his/her representative, if s/he wishes, shall have the opportunity to discuss the proposal with the full Board. The decision of the Board of Directors shall be final and not subject to the grievance procedure.

F. Health Insurance

1. The primary health insurance for the current school year shall be Blue Cross/Blue Shield level UCR with the approved Major Medical (MEA Plan).
2. The District will establish a Section 125 Plan including health insurance program.
3. The District will pay seventy nine and one half (79.5%) of the cost of Choice Plus Health Insurance. The employee will have the remainder of the cost deducted from the employee's salary check(s) prior to taxes. If a teacher elects the Standard Health Insurance plan, Standard 500 or the Standard 1000, the teacher shall pay the difference in the monthly premium cost.
4. Any teacher, who chooses to decline the MEA Benefit Trust Plan health insurance coverage and provides proof of insurance coverage outside the employer, shall receive a twenty five hundred dollar payment (\$2,500) in lieu of insurance coverage. A teacher must elect this option no later than September and said election may not be revoked until the following school year, except as follows. If a teacher wishes to reinstate district health coverage due to a qualifying event during the contract year, they must notify the district immediately. Upon notification of the qualifying event, the district will cease the in lieu payment and district health coverage shall be reinstated. Eligible requirements for health benefits are subject to Anthem Blue Cross and Blue Shield policy. The in lieu payment will be distributed in two installments, 50% in the second payroll in February and 50% in the second payroll in June.
5. The District will pay one hundred percent (100%) of the highest level single subscriber dental insurance provided by Delta Dental Insurance, Plan 5, Coverage A. The employee will have the option to add additional family members at his/her expense through payroll deduction.

6. There will be no dual coverage for employees. If an employee is covered under a spouse's plan, the employee shall not be eligible for coverage under this article.

7. **Individual Medical Reimbursement Account**

- a. In order to enable employees to use pre-tax dollars to pay certain eligible family and health care expenses not covered by insurance, the Board agrees to make available, at employee expense, a medical expense reimbursement account. The account will be administered by the third party administrator pursuant to a Section 125 (cafeteria) plan selected by the Board.
- b. The medical expense reimbursement plan will be established in conformity with the provisions of Section 125 of the Internal Revenue Service Code.
- c. The Section 125 plan will provide that, annually, not more than sixty (60) days or less than thirty (30) days prior to the beginning of the next plan year each employee will be notified of the opportunity to elect to make changes in the amount of income that is to be deposited to the medical expense reimbursement account (up to the maximum amount of \$3,000 allowed under the Board's plan document). Any unused balance remaining in an employee's account at the end of the plan year will revert to the employer.

G. **Duty Free Lunch**

In the High School and Middle School, each teacher will be allowed at least a twenty (20) minute duty free lunch period daily. In the elementary schools in Mt. Blue Regional School District, the Mt. Blue Board of Directors and the Mt. Blue Teachers Association mutually agree to hire elementary duty monitors to support thirty (30) minute duty free lunches at the elementary level. Teachers will be encouraged to assist principals in finding options that will allow this amount of time. If this cannot be resolved at this level, the Superintendent shall intercede and do everything reasonable to obtain a thirty (30) minute duty free lunch. However, teachers are assured of a minimum of twenty (20) minutes duty free lunch in the elementary schools within the District.

H. **Course Reimbursement**

The Board shall pay, at the time of course approval, the full cost of all courses under the following conditions:

1. Graduate courses must be approved in advance by the Superintendent. Other courses must be approved in advance by the Certification Committee and the Superintendent.
2. Teachers shall be paid for all tuition incurred for up to three (3) courses annually.
3. The district shall give course approval and reimbursement preference to those teachers who are required to take courses necessary for:
 - a. Certification
 - b. Recertification
 - c. Degree program

4. Reimbursement shall not exceed budgeted amount set by the board.
5. A teacher who does not satisfactorily complete a course shall reimburse to the Board the amount given in advance. If a teacher fails to reimburse the Board within thirty(30) days of receiving his/her grade, the Board may deduct the amount owed from the teacher.
6. The teacher must submit a transcript for completed courses to the Superintendent's Office within six (6) months. If the transcript is not submitted in a timely manner, the Board shall deduct the amount advanced from the teacher's biweekly pay.
7. Tuition shall be limited to the actual cost of the course or the University of Maine at Orono graduate course rate, whichever is less.
8. Should the District require a course which is not offered within the University of Maine System, then the teacher shall receive reimbursement for the full cost of the course at the agreed upon site where the course is offered.

I. **Expense Sheet**

The Board shall reimburse teachers for approved travel and conference cost reimbursements on the last Friday of each month provided that the appropriate receipts have been submitted to the Superintendent's Office by the 15th of that month.

J. **Parent /Teacher Conferences**

The dates for parent/teacher conferences will normally be set at the time of calendar preparation for the next year.

K. **Jury Duty**

1. Teachers shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day.
2. Teachers shall reimburse the Board for any pay received for jury duty, the intent of which is to assure that the teacher receives no more than the teacher's regular daily rate of pay. Said reimbursement shall be deducted from the next regular payroll after the teacher is absent for jury duty.

- L. Regular teachers shall not be asked or required by administrators to cover classes or supervise students of absent teachers except in an emergency and only until a substitute can be located. In the event an administrator is unable to obtain a substitute, the administrator may notify teachers twenty-four (24) hours before the unfilled temporary vacancy that a request may be made of teachers for coverage while a substitute is obtained.

M. **Petty Cash Fund**

A petty cash fund shall be established in each building for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be approved by the building principal in advance and reimbursed upon submission of receipt of purchase to the principal of an amount not to exceed one hundred dollars (\$100) per teacher per year. The petty cash fund is a separate account for each teacher and shall not be combined with any other teacher accounts. Petty cash shall normally be provided through the District's purchase order system with reimbursement approval by exception.

N. **Telephone**

A telephone shall be provided in each building where teachers may make private professional school-related calls.

O. **Placement on the Salary Schedule**

For placement on the Bachelors +33 or Masters +30 salary schedule, credits must be earned after the granting of the Bachelors Degree (for Bachelors +33) or after the granting of the Masters Degree (for Masters +30). After September 1992, courses must be 400 level or one of the following to qualify for placement on BS +33 and MS +30: Advanced cognitive/coaching models, effective teaching, mainstreaming, cooperative learning, all Board approved in-service courses. The announcement of Board approved in-service courses shall indicate if the course will count towards advanced placement on another salary scale.

P. **School Nurses**

School nurses are covered as part of this Agreement.

1. Nurses will be placed on a salary schedule based on their experience in Mt. Blue Regional School District.
2. Nurses employed after September 1, 1990 will have the same length of probationary period as teachers.

Q. **Budget Cuts**

Teachers and coaches will normally be notified by their principals/athletic directors of any items cut from their budgets prior to the start of the school year.

R. **Vending Machines**

Vending machines are to be permitted in building staff/teachers' rooms.

S. Proration of Benefits for Part-time Teachers

Part-time teachers shall receive compensation and eligible benefits on a prorated full-time teacher basis. Part-time teachers who work less than half time are not eligible for health insurance due to the health insurer's restriction. Part-time teachers employed during the 2003-2004 year shall have any existing benefits grandfathered. [See attached list of grandfathered part-time teachers.] If requested by the principal a part-time teacher is expected to attend early release or staff meetings unless excused. The rate of pay shall be twenty dollars (\$20.00) per hour.

ARTICLE XI-TEACHER ASSIGNMENT

- A. All continuing contract teachers nominated by the Superintendent and elected by the Board will receive contracts in the month of April.
- B. In case a teacher has requested reassignment, or a need for reassignment exists, the grade and school assignment may be omitted by mutual agreement between the teacher and the Superintendent. No changes in the teacher's assignment may be made later than June 15th unless it is by teacher request or such a change is necessitated by an emergency; ie a drop in enrollment or financial loss in revenues. Every effort will be made so that teachers will not be involuntarily transferred. In the case of involuntary change after June 15th, the Association and any teachers affected shall be notified in writing within five (5) calendar days of the knowledge of such a change and upon the request of the teacher and/or the Association the changes shall be promptly reviewed by the Superintendent or designee. The teacher affected and a representative of the Association, upon written request, shall be given the results of the review and the Superintendent's determination including the reasons for the transfer. In the event of any disagreement as to need for such a change in assignment, the dispute shall be subject to the grievance procedure without recourse to arbitration.
- C. Teachers shall not be forced to teach outside the scope of their teaching certificate unless it is deemed an emergency and has MDOE approval.
- D. Schedules of teachers who are assigned to more than one (1) school shall be arranged among the teachers and the affected administrators. If a disagreement exists over a tentative schedule, the parties involved shall meet with the Superintendent whose decision shall be final. Such teachers shall be notified of any changes in their schedule as soon as practicable.
- E. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day, shall be reimbursed for all travel at the average of the mileage reimbursement rates of the Internal Revenue Service (I.R.S) and the State of Maine mileage reimbursement as of September 1st of each year, under the following guidelines:
 - 1. All required miles traveled from the teacher's first school of assignment to the teacher's last school of assignment on any given day shall be eligible for reimbursement. For example, mileage from home to the first school assignment is not reimbursable.

F. Individual Contracts

All individual contracts with teachers shall contain the following paragraph:

"The contract is subject to the provisions of the comprehensive contract which exists between the Board of Directors of Mt. Blue Regional School District and the recognized representatives of the teacher in the District"

G. Peer Coaching/TAP

Whenever a staff member is involved in peer coaching or in a TAP observation, the teacher may be relieved by a substitute for the half day which contains that observation.

ARTICLE XII-VOLUNTARY TRANSFER AND REASSIGNMENT

- A. Each year, before the last day of January, the Superintendent shall have forms distributed to each teacher in which the teacher will designate:
1. Present school assignment
 2. Desire to remain in the assignment
 3. Request for reassignment of grade, subject and/or school
 4. Any expected change in degree status which would affect the base salary.
- B. Teachers may file a request for voluntary reassignment promptly after a vacancy is posted or at the time of the January form described in Section A above. All requests will be considered on the same basis that applications from other persons are considered. Voluntary requests for reassignment do not guarantee a transfer.
- C. In cases of promotion for positions covered by this bargaining unit, qualified and certified persons within the system will be given first consideration. First consideration shall mean an interview.
- D. During the school year, the Association will be notified of any openings (new or otherwise) at five (5) business days before being posted externally, except in cases of emergency as determined by the Superintendent and President of the Association that become vacant after the close of the school year may be posted internally and externally at the same time. Vacancy openings shall be electronically sent to all MBRSD employees

ARTICLE XIII-SICK LEAVE

- A. Teachers shall be allowed fifteen (15) days of sick leave per year cumulative to two hundred twenty (220) days; to be charged in one-half (1/2) day increments.
- B. Each teacher shall be notified at the beginning of the school year via his/her payroll advice slip as to his or her accumulated sick leave.

- C. Sick leave benefits shall be available for use in case of illness of the teacher's immediate family which shall include parents, spouse and children.
- D. "Sickness" for which a teacher is entitled to use sick leave shall include pregnancy disability
- E.
 1. The Superintendent or, his/her designee, at his/her option, may require a physician's certificate as a condition for payment for sick leave in excess of five (5) consecutive days sick leave.
 2. After investigation and upon notification to the teacher, the Superintendent or his/her designee may request a physician's certificate for any teacher whose absenteeism may indicate a pattern of sick leave abuse.
- F. **Sick Leave Bank**
 1. The purpose of the sick leave bank is to provide income protection for sick leave bank members who, because of prolonged illness or disability, have exhausted their accumulated sick leave benefits and are unable to return to work. Probationary teachers who are sick leave bank members are limited to a total of five (5) days per year from the bank, unless an exception for more days is granted by the Sick leave Bank Committee.
 2. During September of each year, every teacher will be given the option of becoming a member of the sick leave bank for the year by donating one day of his/her sick leave to the bank. Membership entitles the teacher to apply for additional sick days from the Bank. Failure to become a member during the enrollment period will disqualify the teacher from applying to the bank for additional days during the year.
 3. The Sick Leave Bank will contain a minimum of one hundred eighty (180) days on October 1. The District will contribute any days necessary to attain this minimum. At the beginning of each year a new sick leave bank will be established with any unused days from the previous year removed.
 4. The Sick Leave Bank Committee shall be composed of the Superintendent or designee, a Board Member, and two (2) members of the Association's Executive Committee. A majority vote of the Committee is required for days to be granted from the Bank. The decision of the Committee shall be final and is not relievable under the provisions of Article III-Grievance Procedure.
 5. Any sick leave bank member who has used all of his/her accumulated sick leave may apply to the Sick Leave Bank Committee for additional days by submitting a request, along with written medical certification with sufficient detail for the Committee to determine eligibility. The application should be sent to the Association President.
 6. A sick leave bank member may request additional days for other health-related issues by submitting the request in writing to the Sick Leave Bank Committee. If the Committee agrees with the request, it shall forward its recommendation for an exception to the Board of Directors, whose written decision shall be final.

- G. A teacher may use up to six (6) weeks of accumulated sick leave when a teacher adopts a child. It is understood that only one (1) employee of a family may be entitled to this leave.

ARTICLE XIV- TEACHER FREEDOM

- A. While the personal life of a teacher is not an appropriate concern of the Board, it is agreed that the teacher, as a professional person, influences the pupils to a great degree. Therefore, the Board is directly concerned:
1. When a teacher's personal life directly prevents him/her from performing properly his/her assigned task;
 2. When s/he voluntarily changes his/her appearance in such a way that it may detract from the learning situation in the room or school; and
 3. When s/he attempts to impose upon his/her students his/her own ideas on controversial issues.
- B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of Mt. Blue Regional School District, and they acknowledge the fundamental needs to protect teachers from any restraints which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
1. Teachers shall be guaranteed full freedom in classroom presentations and may introduce political, religious or other controversial material, provided that said material is relevant to the course content and provided that all sides of the issue are explored and proved that the teacher shall direct the discussion so that the research of pupils predominates and there is no effort to impose the biases and prejudices of the teacher upon the class.
 2. As the children are exposed to many of the base things of life outside the schools, the Board and the Association agree that vulgarity in language or under the guise of literature has no place in the school of Mt. Blue Regional School District, and that all assigned readings or book report lists much follow the lists as prescribed by generally accepted reading lists.

ARTICLE XV-LEAVES

A. Personal Leave

Beginning August 1st, teachers may request personal days for the upcoming school year.

1. Each teacher in Mt. Blue Regional School District shall have two (2) days of personal business leave each school year. Personal business leave is defined as, but not limited to, legal, professional, household or family matters, which cannot be conducted at any other time except during the regular work day.

2. A teacher who uses the second personal leave day in May or June for other than personal business as defined in subsection 1 above shall forfeit fifty percent (50%) of the teacher's per diem for such day.
 3. A teacher who has accumulated one hundred fifty (150) but less than two hundred twenty (220) days of sick leave from Article XIII, section A, and uses less than six (6) days in a year, will be entitled to exchange ten (10) sick leave days for one (1) additional day of personal leave for the next year. Personal leave used under this section shall not have the restrictions of section 1 above applied to its use.
 4. Any teacher having two hundred twenty (220) days of accumulated sick leave as of the beginning of the school year shall be entitled to an earned personal leave day. This day shall be an unrestricted use day. Any teacher covered under this provision who has any unused personal leave days as of the conclusion of the school year shall receive fifty dollars (\$50.00) worth of "Chamber Bucks" or a local gift certificate if chamber bucks not available.
 5. Personal leave must be applied for at least three (3) days in advance on the appropriate form supplied by the Superintendent. The form shall have a statement indicating that the teacher has made every reasonable effort to conduct the personal business during a time outside of school hours.
6. The following limits of personal leave shall apply:
- a. Two (2) teachers per building per day, K-8
 - b. A total of two (2) teachers per day from the following group: i.e. Speech, Title I, Gifted and Talented Coordinator, Guidance, Library, Music, Art, and Physical Education.
 - c. Five (5) MBC teachers per day.
7. Application for personal leave shall be processed as they are received and once a day's quota is filled; all other applications received for that day shall be denied. The Supervisor shall date stamp and record the time that the application is received.

B. Other Paid Leave

1. Additional paid leave may be granted by the Superintendent. The teacher shall apply on the appropriate form supplied by the Superintendent. The Superintendent may grant additional leave at no pay, at the teacher's per diem less the cost of the substitute, or at the teacher's per diem rate.
2. The Board shall observe all State and Federal Statutes and provisions in accordance with the Family Medical Leave Act (FMLA). A teacher taking leave to which he or she is entitled under FMLA may use, at his/her discretion, any paid leave earned under this Agreement for any unpaid FMLA leave. The Board shall not require a teacher to substitute any paid leave earned under this Agreement for unpaid leave taken under FMLA without consent of the teacher.

3. **Funeral Leave**

In case of death of a member of the immediate family (immediate family is defined to include parents, parents in law, step parents, grandparents, husband, wife, child, brother, sister, or any relative residing within the household of any teacher), the teacher shall be excused without loss of pay, for an absence not to exceed five (5) school days immediately following the death of the family member. The person can apply for additional days in case of the death of any other person whose funeral a teacher attends; such teacher may be excused without loss of pay, for appropriate period not to exceed one (1) day. In order to receive funeral leave, a teacher must complete the appropriate leave request form as soon as practical.

C. **Leaves Without Pay**

1. Leaves of absence without pay may be granted at the discretion of the Board. Seniority, sick leave accumulation and scale placement benefits to which a teacher was entitled at the time of such leave of absence commenced may be restored to him/her upon return from said leave and s/he shall be assigned to the same position, if available, which s/he held at the time the leave commenced, or if not, to a substantially equivalent position. All leave request and grants shall be in writing.
2. A teacher on any unpaid leave shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year (180).

ARTICLE XVI-PROTECTION OF TEACHERS

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. Whenever any action is brought against a teacher before the Commissioner of Education of the State of Maine which may affect employment or salary status, the Board shall reimburse the teacher for the cost of his/her defense in any action except when the teacher is found guilty.
- C.
 1. The Board shall provide coverage for teachers under its liability policy.
 2. The Board shall give support to the teacher including legal and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.
 3. When a teacher is absent due to student assault or an accident caused by any hazard for which the District could be responsible, the teacher shall be guaranteed the following:
 - a. During the term of recovery, the teacher shall be assured of his or her contracted salary.

- b. Time not covered by Workers' Compensation Insurance shall be deducted from an employee's sick leave or from the sick leave bank.
- D.
 - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.
 - 2. Such notification shall be immediately forwarded to the Superintendent of Schools 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. The Superintendent shall act in appropriate ways as liaison between the teacher, the policy and the courts.
 - 3. Such oral report shall be followed by a written report by the teacher as soon as possible.
- E. The Board shall reimburse employees for the reasonable cost of clothing or other personal property loss, stolen, vandalized, damaged, or destroyed while the employee was acting to the discharge of his/her duties within the scope of his/her employment, providing that said property was under the prudent supervision of the teacher. The maximum reimbursement will be the amount of the teacher's insurance deductible or two hundred fifty dollars (\$250) whichever is less. It is understood that a teacher must submit a claim to the teacher's insurance carrier for payment and/or file a police report in any instance involving theft or vandalism before the Board has any financial responsibility.
- F. **Recertification Fees**

Teachers shall be reimbursed for the fee charged by the State for recertification for the teacher's primary certification. The teacher shall pay the cost for any additional certification endorsements. If the teacher leaves employment prior to the commencement of the subsequent employment year, the teacher shall reimburse the District for any recertification fees paid.

ARTICLE XVII-MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of education policy, the operation and management of the schools and the control, supervision and direction of the employees are vested exclusively in the Board.

ARTICLE XVIII-EMPLOYMENT OF RETIRED TEACHERS

A. Definition

A retired teacher is defined as any teacher who was eligible to retire, who retired and served employment, who is receiving retirement benefits from the Maine Public Employees Retirement System, and has returned to teaching pursuant to MPERS Rule 410.

B. Any retired teacher hired or re-hired by the Board shall be hired as a probationary teacher pursuant to 20-A M.R.S.A. § 13201 and shall serve a two (2) year probationary period. The terms and conditions of the Agreement pertaining to probationary teacher shall be controlling.

C. With respect to the initial placement on the salary schedule, the teacher shall be placed on the salary schedule consistent with the District's policy for initial salary placement.

D. The teacher's seniority date for the purposes other than placement on the salary schedule referred to in paragraph 2 (including but not limited to reduction in force) shall be based on continuous employment in Mt. Blue as of the most recent date of hire or re-hire.

E. If the teacher was previously employed by the District, there shall be no entitlement to any previous benefit accruals including but not limited to sick leave, eligibility for other leaves, and no credit for previous experience for such benefits shall be given.

F. The school district will not offer any health insurance package to retired teachers.

G. All other terms and conditions of the Agreement shall, to the extent applicable, be controlling.

H. Effective July 1, 2011 any retired teacher re-employment by the Board is subject to the following conditions pursuant to 5 MRSA § 17859,

1. The retired teacher re-employed may only return to District service for up to five (5) years:

2. The compensation of the retired teacher re-employed shall be in accordance with Maine Statutes.

3. During the period of reemployment, the retired teacher is not entitled to health insurance, dental insurance or life insurance benefits. The teacher is entitled to all other benefits for the reemployment position as provided by this Agreement.

I. If any provision regarding the re-employment of retired teachers contained in this section is amended by the Maine Legislature, the provision shall be modified pursuant to the applicable law.

Retirement Benefit Options

The Mt. Blue Regional School District Board of Directors and the Mt. Blue Education Association agree to the following 2017-2020 retirement benefit in addition to any retirement benefit provided under the 2017-2020 Teachers' Collective Bargaining Agreement for any eligible teachers:

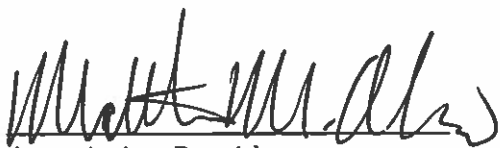
1. The teacher will receive an annual payment for every five (5) continuous years of service as a teacher in Mt. Blue Regional School District. The Board will pay \$4,000 towards single subscriber coverage under the Choice Plus Health Plan of the MEA Health Trust from the effective retirement date and up to the age of sixty-five (65).
2. A teacher must be eligible to retire, retires pursuant to the requirements of the Maine Public Employees Retirement System, which includes reaching full retirement age as defined by the Maine Public Employees Retirement System, and does not engage in any future regular part-time or full-teaching while receiving this benefit. If the teacher returns to regular teaching in any capacity covered under the Maine Public Employees Retirement System, the employee will reimburse Mt. Blue Regional School District for all expenses provided under this agreement;
3. Any eligible teacher may request this retirement benefit in writing to the Superintendent or Assistant Superintendent not later than March 15th;
4. This additional retirement benefit is only for teachers who retire at the conclusion of the 2017-2020 school employment year and immediately receive regular retirement pension benefits from the MPERS.
5. The benefit is only applicable to those eligible teachers who meet the March 15 deadline.

ARTICLE XIX-DURATION

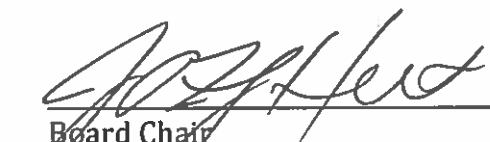
- A. This Agreement shall be effective as of September 1, 2017 and shall continue in effect until August 31, 2020, subject to ratification by the Board of Directors and the teachers of Mt. Blue Regional School District. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

- B. If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

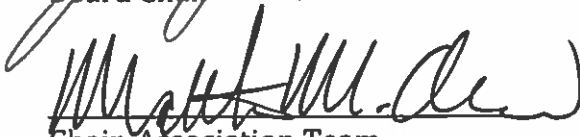
- C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Chairperson and President and attested to by the respective Chairperson of their negotiation teams.


Association President

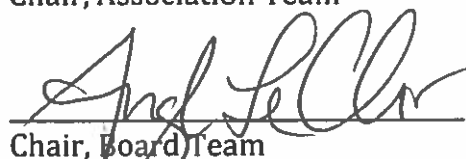
6/27/17
Date


Board Chair

6/27/17
Date


Chair, Association Team

6/27/17
Date


Chair, Board Team

6/27/17
Date

Appendix A 2017-2018
Teacher Salary Schedule

Experience	Bachelors	Bach +33	Masters	Masters +30
0	34,900	34,900	36,900	38,900
1	35,766	35,766	37,781	39,796
2	36,371	36,371	38,386	40,401
3	36,774	36,774	38,789	40,804
4	36,975	36,975	38,990	41,005
5	37,177	37,177	39,192	41,207
6	37,328	37,328	39,343	41,358
7	38,134	38,134	40,149	42,164
8	38,839	38,839	40,854	42,869
9	40,451	40,451	42,466	44,481
10	40,451	40,451	42,466	44,481
11	41,559	41,559	43,574	45,589
12	42,365	42,365	44,380	46,395
13	43,121	43,121	45,136	47,151
14	43,625	43,625	45,640	47,655
15	44,582	44,582	46,597	48,612
16	45,136	45,136	47,151	49,166
17	46,647	46,647	48,662	50,677
18	46,647	46,647	48,662	50,677
19	47,403	47,403	49,418	51,433
20	48,209	48,209	50,224	52,239
21	49,015	49,317	51,030	53,045
22	50,476	51,282	52,491	54,506
23	51,735	52,743	53,750	55,765
24	53,196	54,204	55,211	57,226
25	53,246	54,355	55,664	57,679
27	54,959	56,067	56,974	58,989
29	54,959	56,067	57,377	58,989
30	56,067	57,176	58,485	60,500
31	56,974	58,082	59,392	61,407

All employees with 31+ years of experience are at step 31.

MasterTeacher Stipend: \$1,000

National Board Certification: Any teacher with National Board Certification shall receive up to the State of Maine's annual amount of \$3,000 paid by the Board if the teacher is not eligible for the State's annual stipend.

Special Education Teachers: Any special education teacher overseeing 3 or more education technicians will receive an annual stipend of \$1,400.

Appendix A 2018-2019
Teacher Salary Schedule

Experience	Bachelors	Bach +33	Masters	Masters +30
0	34,900	34,900	36,900	38,900
1	36,124	36,124	38,159	40,194
2	36,734	36,734	38,770	40,805
3	37,141	37,141	39,177	41,212
4	37,345	37,345	39,380	41,415
5	37,549	37,549	39,584	41,619
6	37,701	37,701	39,736	41,771
7	38,515	38,515	40,550	42,586
8	39,228	39,228	41,263	43,298
9	40,856	40,856	42,891	44,926
10	40,856	40,856	42,891	44,926
11	41,975	41,975	44,010	46,045
12	42,789	42,789	44,824	46,859
13	43,552	43,552	45,587	47,623
14	44,061	44,061	46,096	48,131
15	45,028	45,028	47,063	49,098
16	45,587	45,587	47,623	49,658
17	47,114	47,114	49,149	51,184
18	47,114	47,114	49,149	51,184
19	47,877	47,877	49,912	51,947
20	48,691	48,691	50,726	52,761
21	49,505	49,810	51,540	53,575
22	50,981	51,795	53,016	55,051
23	52,252	53,270	54,288	56,323
24	53,728	54,746	55,763	57,798
25	53,779	54,898	56,221	58,256
27	55,509	56,628	57,544	59,579
29	55,509	56,628	57,951	59,579
30	56,628	57,747	59,070	61,105
31	57,943	59,070	60,402	62,451

All employees with 31+ years of experience are at step 31.

Master Teacher Stipend: \$1,000

National Board Certification: Any teacher with National Board Certification shall receive up to the State of Maine's annual amount of \$3,000 paid by the Board if the teacher is not eligible for the State's annual stipend.

Special Education Teacher: Any special education teacher overseeing 3 or more education technicians will receive an annual stipend of \$1,400.

Appendix A 2019-2020
Teacher Salary Schedule

Experience	Bachelors	Bach +33	Masters	Masters +30
0	34,900	34,900	36,900	38,900
1	36,575	36,575	38,636	40,697
2	37,194	37,194	39,254	41,315
3	37,606	37,606	39,666	41,727
4	37,812	37,812	39,872	41,933
5	38,018	38,018	40,078	42,139
6	38,172	38,172	40,233	42,294
7	38,997	38,997	41,057	43,118
8	39,718	39,718	41,778	43,839
9	41,366	41,366	43,427	45,488
10	41,366	41,366	43,427	45,488
11	42,500	42,500	44,560	46,621
12	43,324	43,324	45,384	47,445
13	44,097	44,097	46,157	48,218
14	44,612	44,612	46,672	48,733
15	45,591	45,591	47,651	49,712
16	46,157	46,157	48,218	50,278
17	47,703	47,703	49,763	51,824
18	47,703	47,703	49,763	51,824
19	48,475	48,475	50,536	52,597
20	49,300	49,300	51,360	53,421
21	50,124	50,433	52,184	54,245
22	51,618	52,442	53,678	55,739
23	52,906	53,936	54,966	57,027
24	54,400	55,430	56,460	58,521
25	54,451	55,584	56,924	58,984
27	56,203	57,336	58,263	60,324
29	56,203	57,336	58,675	60,324
30	57,336	58,469	59,809	61,869
31	58,957	60,103	61,459	63,544

All employees with 31+ years of experience are at step 31.

Master Teacher Stipend: \$1,000

National Board Certification: Any teacher with National Board Certification shall receive up to the State of Maine's annual amount of \$3,000 paid by the Board if the teacher is not eligible for the State's annual stipend.

Special Education Teachers: Any special education teacher overseeing 3 or more education technicians will receive an annual stipend of \$1,400.

ATTACHMENT B
EXTRA AND CO-CURRICULAR PAY SCHEDULE

Extra-curricular appointments for the following year will be issued not later than thirty (30) days prior to the beginning of the school year or by July 31st, whichever is earlier, unless the decision to fill the position has not been determined. A joint study committee consisting of an equal number of representatives for the Board and the Association shall submit written recommendations regarding stipends for the successor collective bargaining agreement.

Stipends are a percentage of B.A. base unless specially noted. If an hourly employee is appointed to an extra curricular stipend activity, he/she shall be paid at an hourly rate not to exceed the total amount.

2017-2020 Contract

Position	Percentage	Stipend
<u>HIGH SCHOOL COACHES</u>		
Baseball	12.00%	\$4,188
Basketball Boys	16.00%	\$5,584
Basketball Girls	16.00%	\$5,584
Competition Cheering/Basketball	12.00%	\$4,188
Cheering Football	6.00%	\$2,094
Cross Country	13.00%	\$4,537
Field Hockey	13.00%	\$4,537
Football	16.00%	\$5,584
Golf	7.00%	\$2,443
Gymnastics	10.00%	\$3,490
Lacrosse	12.00%	\$4,188
Skiing-Alpine	13.00%	\$4,537
Skiing-Nordic	13.00%	\$4,537
Soccer Boys	13.00%	\$4,537
Soccer Girl's	13.00%	\$4,537
Softball	12.00%	\$4,188
Tennis Boys	10%	\$3,490
Tennis Girls	10%	\$3,490
Track	12.00%	\$4,188
Wresting	13.00%	\$4,537

IV AND ASSISTANT COACHES

Baseball	8.00%	\$2,792
Basketball Boys	10.00%	\$3,490
Basketball Girls	10.00%	\$3,490
Cross Country	9.00%	\$3,141
Field Hockey	9.00%	\$3,141
Football	10.00%	\$3,490
Lacrosse	9.00%	\$3,141
Skiing-Nordic	9.00%	\$3,141
Skiing-Alpine	9.00%	\$3,141
Soccer Boys	9.00%	\$3,141
Soccer Girls	9.00%	\$3,141
Softball	8.00%	\$2,792
Track	8.00%	\$2,792
Wrestling	9.00%	\$3,141

FRESHMAN COACHES

Basketball Boys	10.00%	\$3,490
Basketball Girls	10.00%	\$3,490
Cheering Basketball	5.50%	\$1,920
Cheering Football	4.50%	\$1,571
Field Hockey	9.00%	\$3,141
Field Hockey Assistant	7.00%	\$2,443
Football	10.00%	\$3,490

OTHER HIGH SCHOOL

3-Act Play Director (DRAMA)	10.00%	\$3,490
Audio-Visual Coordinator	4.50%	\$1,571
Civil Rights	4.00%	\$1,396
Debate	5.00%	\$1,745
Ecology Club	4.50%	\$1,571
Freshman Class Advisor	2.00%	\$698
Future Business Leaders	6.00%	\$2,094
HOSA	4.50%	\$1,571
International Club	4.00%	\$1,396
Jazz Band	6.00%	\$2,094
Junior Class Advisor	4.00%	\$1,396
K.V.B.E.L	4.00%	\$1,396
Math Team	4.50%	1,571
MBC Performing Arts Tech. Team		\$12,000
Mt. Blue Fiddlers Director	6.00%	\$2,094
Mt. Blue Voices Director	6.00%	\$2,094
Musical Director	7.00%	\$2,443
Nat'l Honor Society	4.00%	\$1,396
Newspaper	5.00%	\$1,745
Odyssey of the Mind	4.50%	\$1,571

Senior Class Advisor	5.00%	\$1,745
Skills USA	4.50%	\$1,571
Sophomore Class Advisor	3.00%	\$1,047
State Band (Jazz Band)	8.00%	\$2,792
Student Council	6.00%	\$2,094
Syneopations Choral Arts	6.00%	\$2,094
Yearbook	16.00%	\$5,584

DEPARTMENT COORDINATORS

English Coordinator	4.00%	\$1,396
Foster Tech Center Coordinator	4.00%	\$1,396
Guidance Coordinator	4.00%	\$1,396
Math Coordinator	4.00%	\$1,396
Science Coordinator	4.00%	\$1,396
Social Studies Coordinator	4.00%	\$1,396
Special Services Coordinator	4.00%	\$1,396

DISTRICT COORDINATORS

Art Coordinator	4.00%	\$1,396
Library Coordinator	4.00%	\$1,396
Music Coordinator	4.00%	\$1,396
Phys. Ed. Coordinator	4.00%	\$1,396
Virtual High School Coordinator	4.00%	\$1,396
World Language Coordinator	4.00%	\$1,396

MIDDLE SCHOOL COACHES

Baseball	7.00%	\$2,443
Basketball	8.00%	\$2,792
Cheering Basketball	5.50%	\$1,920
Cross Country	5.50%	\$1,920
Field Hockey	6.00%	\$2,094
Skiing-Alpine	10.00%	\$3,490
Skiing-Nordic	10.00%	\$3,490
Soccer	6.00%	\$2,094
Softball	7.00%	\$2,443
Track	7.00%	\$2,443

OTHER MIDDLE SCHOOL

Affirmative Action Officer	4.00%	\$1,396
Athletic Coordinator	8.00%	\$2,792
Drama	2.50%	\$873
Nat'l Jr. Honor Society	3.50%	\$1,222
Destination Imagination	4.50%	\$1,571

Show Choir	4.00%	\$1,396
Spectator Bus	\$30.00	\$35.00 if over 50 miles
Student Council	5.50%	\$1,920
Yearbook	8.00%	\$2,792

SUPPORT TEAM

Certification Steering Committee	\$150 yearly
Professional/Master Teacher Renewal Team	\$200 yearly
Professional Renewal Teams Chair	\$200 yearly
Support Team Mentor	\$ 250 yearly payable in June

COMMITTEES

The Superintendent will post a list of committees as well as the number of teachers on each committee at the beginning of each school year and within thirty (30) days of any changes. Each teacher shall receive \$24 per hour for each appointment to a committee including an appointment to the Curriculum Coordinating Council (CCC).

Non-paid committee members may receive contact hours toward certification renewal.

MISCELLANEOUS

1. Official scorers and time keepers will be employed outside of the contract based upon the need to employ qualified personnel.
2. Whenever it is necessary to employ a supervisor for an overnight trip, the administration may negotiate a stipend with the employee.
3. If a teacher provides written acceptance of any extra-curricular position prior to the start of the school year, the teacher shall be offered the following pay options:
 - a. Per paycheck for the year,
 - b. In one (1) installment on one of the following pay periods: or
 - c. In three (3) equal installments on

First pay period in December
 Second pay period in March, and
 First pay period in June

4. If a teacher elects to accept an extra-curricular position after the start of the school year, the teacher shall be paid in full in one paycheck on one of the following pay periods:

First pay period in December
 Second pay period in March, or
 First pay period in June

COMMUNITY LEADERS STIPEND

1. Academic community leaders shall receive an annual stipend of 3.5% of B.A base.
2. Allied Arts stipend of \$250.00

MT. BLUE REGIONAL SCHOOL DISTRICT

SIDE LETTER

2017-2020 Teacher preparation and planning time

Whereas, preparation periods and planning time for teachers are 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 the scheduling of available individual teacher planning and preparation time during the 2017-2020 work years:

The intent of this letter is to provide the elementary teachers with planning and preparation time during the two elementary early release days. Additionally, the intent is to provide one late arrival Wednesday a month for all teachers to have self-directed time during the following months (October, January through May).

If the district reverts back to early release days in lieu of late arrivals, this side letter will need to be revisited and revised appropriately in order to continue to provide teacher preparation and planning time.

This side letter is separate from the 2017-2020 Teachers' Collective Bargaining Agreement and shall become effective upon its signing date and continue until August 31, 2020. The Board and Association may extend and/or modify this side letter beyond August 31, 2020 by written agreement.