

2010-2012 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF DIRECTORS

MAINE SCHOOL ADMINISTRATIVE DISTRICT No. 33

and

***MAINE SCHOOL ADMINISTRATIVE DISTRICT No. 33
EDUCATION ASSOCIATION***

PROFESSIONAL STAFF UNIT

TABLE OF CONTENTS

ARTICLE	01	RECOGNITION	4
ARTICLE	02	NEGOTIATION PROCEDURE	4
ARTICLE	03	DEFINITIONS	4
ARTICLE	04	GRIEVANCE PROCEDURE	6
ARTICLE	05	TEACHER RIGHTS	7
ARTICLE	06	ASSOCIATION RIGHTS and PRIVILEGES	8
ARTICLE	07	TEACHING HOURS and LOAD	9
ARTICLE	08	EVALUATION	10
ARTICLE	09	TEACHER FACILITIES	11
ARTICLE	10	LIAISON	11
ARTICLE	11	SABBATICAL LEAVE	11
ARTICLE	12	HEALTH INSURANCE	13
ARTICLE	13	TEACHER EMPLOYMENT	13
ARTICLE	14	TEACHER ASSIGNMENT	14
ARTICLE	15	SALARIES	14
ARTICLE	16	COMPENSATION FOR ADDITIONAL WORK	14
ARTICLE	17	SICK LEAVE	15
ARTICLE	18	SICK LEAVE BANK	15
ARTICLE	19	TEMPORARY LEAVES	16
ARTICLE	20	DUES DEDUCTION	17
ARTICLE	21	TUITION REIMBURSEMENT	18

ARTICLE	22	MILEAGE	18
ARTICLE	23	ELIGIBILITY OF BENEFITS	18
ARTICLE	24	RETIREMENT	19
ARTICLE	25	EMPLOYMENT OF RETIRED TEACHERS	19
ARTICLE	26	EDUCATIONAL POLICIES	19
ARTICLE	27	MANAGEMENT RIGHTS	19
ARTICLE	28	SCOPE AND SEPARABILITY	20
ARTICLE	29	DURATION	20
SALARY SCALE		2010-11	21
SALARY SCALE		2011-12	22

PREAMBLE

This agreement entered into by and between the Education Association of Maine School Administrative District No. 33 and the Board of Directors of Maine School Administrative District No. 33 as follows:

ARTICLE 01 - RECOGNITION

- 01:01** The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined under Maine Law 26 M.S.R.A. Chapter 9-A, as amended, for the bargaining unit designated in paragraph 01:02.
- 01:02** The bargaining unit shall consist of all certified professional employees, as defined by Maine Law 26 M.S.R.A. Chapter 9-A § 962 §§ 5, of Maine School Administrative District No. 33. Excluded from the unit are the building Principals, Assistant Principals, Guidance Counselors, Curriculum Coordinator, Department Heads, while acting as such, Athletic Director, Superintendent, and the Assistant Superintendent.

ARTICLE 02 - NEGOTIATION PROCEDURE

- 02:01** The Board agrees to begin negotiations with the Association in executive session pursuant to Maine Law 26 M.S.R.A. Chapter 9-A, in accordance with the procedure set forth herein, to secure a successor agreement. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted and signed by both the Board and the Association. The parties hereto agree that the signed agreement shall be accepted as written notice for collective bargaining in future fiscal years as stipulated under Maine Law 26 M.S.R.A. Chapter 9-A § 965.
- 02:02** During negotiations, the Board and the Association shall present relevant data; exchange points of view and make proposals and counter proposals.
- 02:03** Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

ARTICLE 03 - DEFINITIONS

- 03-01** ADMINISTRATOR - Whenever the term "ADMINISTRATOR" is used, it shall refer to a person whose duties include the development, supervision or internal management of a school, school system, or school program (Department Heads shall not be considered administrators).
- 03:02** ASSOCIATION - Whenever the term "ASSOCIATION" is used, unless otherwise

expressly provided or clearly indicated by the context of this agreement, it shall refer to the Maine School Administrative District No. 33 Education Association.

- 03:03** BOARD - Whenever the term "BOARD" is used, it refers to the Maine School Administrative District No. 33 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
- 03:04** DEPENDENT – Whenever the term “DEPENDENT” is used (Article 17:01), it will include a person who is living in your home and you provide over half of the person’s financial support.
- 03:05** EXTRA-CURRICULAR ACTIVITIES - Whenever the term "EXTRA-CURRICULAR ACTIVITY" is used, it will mean a school activity (excluding field trips which are extensions of the classroom) which takes place outside of the regular school day and in which a coach/advisor is directly involved with students.
- 03:06** GENDER - Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.
- 03:07** NUMBER - Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- 03:08** PRINCIPAL - Whenever the term "PRINCIPAL" is used, it is to include the administrator of any work location or functional division.
- 03:09** SCHOOL - Whenever the term "SCHOOL" is used, it is to include any work location or functional division.
- 03:10** SENIORITY - Whenever the term “SENIORITY” is used, it shall refer to the period of the employee’s continuous years of service within Maine School Administrative District No. 33 as of the employee’s most recent date of hire in the Professional Staff Unit.
- 03:11** SUPERINTENDENT - Whenever the term "SUPERINTENDENT" is used, it shall include the Superintendent of Schools of Maine School Administrative District No. 33, the Assistant Superintendent, or any other person whom the Superintendent or the Board specifically designates to act for him in any particular situation or class of situations.
- 03:12** TEACHER - Whenever the term "TEACHER" is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to all public employees defined by Maine Law 26 M.S.R.A. Chapter 9-A as amended. However, the word "teachers" shall not include (1) evening school personnel, while acting as such, (2) summer school personnel, while acting as such, (3) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school

program or after school extracurricular programs, while acting as such.

ARTICLE 04 - GRIEVANCE PROCEDURE

04:01 Purpose

The purpose of this procedure is to secure, at the lowest possible level, appropriate solutions to the problems which from time to time may arise affecting the terms and conditions of employment as provided by this agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedent in a later grievance proceeding.

04:02 Definitions

04:02:01 A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or agreement or any dispute with respect to its meaning or application.

04:02:02 An aggrieved party is the teacher or group of teachers who submit a grievance (or on whose behalf it is submitted) and/or the Association.

04:03 Submission of Grievances

04:03:01 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally within fifteen (15) days of the occurrence.

04:03:02 If the situation is not resolved within fifteen (15) days of the occurrence, the aggrieved party may, within five (5) days, submit a formal grievance. All formal grievances will be submitted in writing and handled in the following order and manner:

- Step 1-Submit a formal grievance to the principal.
- Step 2-Submit a formal grievance to the Superintendent.
- Step 3-Submit a formal grievance to the chairperson of the Board of Directors.

At each level of the formal grievance procedure, a conference shall be held with the aggrieved party, if so requested.

Formal grievances shall be appealed and settled as promptly as possible. In the first step, the Principal shall make a decision within five (5) days; in the second step, the Superintendent shall make a decision within five (5) days; in the third step, the Board of Directors shall make a decision within twenty (20) days. In order to appeal a decision, the aggrieved party must respond to the first step within five (5) days; and to the second step within five (5) days.

If the grievance is not settled through the aforementioned procedure, then either party may, within twenty (20) days, appeal the grievance to arbitration. The parties shall 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, they shall use the rules and procedures of the American Arbitration Association.

For the purpose of processing a grievance, days shall be defined as business days of the employer office.

Grievances submitted in writing shall contain at least the following information: Identification of the grievant, date of the alleged agreement violation, date of filing, contract articles violated, brief statement of the grievance, and remedy sought.

04:04 Miscellaneous

04:04:01 No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.

04:04:02 All meetings and/or hearings under this proceeding shall be conducted in private session and shall include only the grievant, the grievant's and employer's designated representative(s), appropriate parties in interest, and witnesses.

04:05 Arbitration

04:05:01 The Arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which violates the terms of this agreement. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to alter, add to, or detract from the provision of this agreement.

04:05:02 The cost for the services of the Arbitrator will be borne equally by the Board and the Association. All other expenses incurred by such proceedings shall be borne by the parties incurring them.

ARTICLE 05 - TEACHER RIGHTS

05:01 The Board agrees that no teacher will be disciplined or reprimanded without just cause, and that no teacher on continuing contract of employment will be dismissed or non-renewed without just cause.

05:02 Whenever it becomes the intention of the administration of Maine School Administrative District No. 33 to recommend to the Board the elimination of a teaching

position, the administration will meet and review with representatives of the Association the elimination of such position, prior to final action being taken by the Board.

Whenever teaching positions are eliminated in Maine School Administrative District No. 33, it will be the policy of the administration to retain those teachers who by training, seniority, and experience are most capable of meeting the needs of the students in both the short and long run. Emphasis will be placed on maintaining a balanced staff.

- 05:03** Whenever any teacher is required to appear before the Superintendent and/or the Board in a disciplinary hearing concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of the reasons(s) for such hearing and shall be entitled to have a representative of the Association present to advise him and to represent him during such hearing.
- 05:04** Suspension of any teacher prior to disciplinary action shall be with pay.

ARTICLE 06 - ASSOCIATION RIGHTS AND PRIVILEGES

- 06:01** Whenever any teacher is mutually scheduled, in advance, by the Superintendent and the President of the Association, in writing, and by individual name, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- 06:02** Representatives of the Association, the Maine Education Association, and the National Education Association shall be permitted to transact official Association business or meetings on school property provided that it is at reasonable times, that it shall not interfere with or interrupt normal school operations, and that approval of the time and place has been received from the building principal in advance of all such planned meetings.
- 06:03** The Association shall have the right to make reasonable use of the school facilities and equipment at reasonable times provided permission has been received from the building principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- 06:04** The Association shall have, in each building, the exclusive right to its bulletin board in each employee lounge.
- 06:05** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary, provided such use is approved in advance by the building principal.
- 06:06** Within five days following the reading and accepting of Board meeting minutes, a copy

of same minutes shall be e-mailed to the President of the Association.

- 06:07** The Administration shall provide an annual pool of five (5) non-cumulative days from which the Association officers or their representatives may draw, until expended, for Association business at the county or state levels. These days shall total five (5) days for the Association and not per officer. Whenever possible, the Association agrees to give forty-eight (48) hours advance notice to the Superintendent's office for all such days used and shall bear the cost of all such substitutes used on such days.

ARTICLE 07- TEACHING HOURS AND LOAD

- 07:01** As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- 07:02** The arrival and departure times for all teachers shall be designated in writing.
- 07:03** Teachers shall be required to report for duty no later than twenty (20) minutes prior to the start of the pupils' school day and shall be permitted to leave twenty (20) minutes after the close of the pupils' school day, unless non-teaching duties have been assigned. On Fridays or on days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.
- 07:04** The daily teaching load shall be kept as equitable as can be reasonably arranged through discussion by both parties.
- 07:05** All feasible attempts shall be made to provide all teachers with a continuous preparation period within regular school hours.
- 07:05:01** If a teacher is required to substitute for another teacher during a planning period, that teacher shall receive a quarter of the rate of pay for a substitute at their level of education and certification.
- 07:06** All feasible attempts shall be made to provide teachers with a daily 20-minute duty-free lunch period.
- 07:07** Teachers may leave the building during their scheduled duty-free lunch periods, provided the principal's office is notified as to where they may be reached.
- 07:08** Building-based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings two days each month, except for emergency meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than seventy-five (75) minutes, except for emergency meetings.

The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

- 07:08:01** If a Special Education teacher has more than 3 IEP team meetings per month held beyond the regular work day, he will be compensated for all additional meetings at the rate of \$25.00 per meeting.
- 07:09** Application for vacancies occurring in extra-co-curricular activities positions will be open to all employees on a voluntary basis. Assignment to those positions will be by mutual agreement. Employees accepting assignments are responsible for conducting the activity and shall be compensated according to the rate of pay established by the Board.
- 07:10** Teacher participation in field trips (which are extensions of the classroom) extending beyond the teacher's in-school workday, overnight or weekend shall be voluntary.
- 07:11** Teachers participating in field trips (which are extensions of the classroom) during weekends and/or vacation periods shall be credited with release time equivalent to one half (1/2) a teaching day per full day of field trip provided that the field trip received prior Board approval. This release time shall be non-accumulative. Release time shall be granted on non-student days only. A teacher may elect payment, per diem, in lieu of release time.
- 07:12** Teachers will be compensated for voluntary summer or vacation period curriculum work in an approved system-wide program by the Superintendent of Schools at the rate of \$20.00 per hour.

ARTICLE 08 - EVALUATION

- 08:01** All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audio system, and similar surveillance devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their administrator(s) and will have the right to discuss such report with their administrator(s).
- 08:02** If and when written evaluations which have been submitted to the Superintendent by Building Principals are to be used, in whole or in part, as a basis for recommendations to the Board on the performance of any teacher, the administrator who wrote the evaluation will be present for initial presentation to the Board.
- 08:03** Teachers have the right, upon request, to review the content of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review. There shall be no separate file unavailable for teachers' inspection.

No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has received a copy of the material. The teacher shall acknowledge that he has received such materials by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials, and his answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 09 - TEACHER FACILITIES

- 09:01** By the beginning of the school year, each school will have the following facilities:
- Locking storage facilities, in each classroom in which teachers may store instructional materials and supplies.
 - Teachers' work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- 09:02** In addition to the aforementioned teacher work area, an appropriately furnished room shall be reserved for all employees as a lounge. Although employees shall exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
- 09:03** In order to permit freedom of access both during and after regular school hours, all teachers shall be permitted to have keys to the employee lounge, teacher work area and interior hallway gates of their base school. Upon request and subject to reasonable regulation, a teacher shall be provided with a key or other means of access to an outside door in their area of the building.

ARTICLE 10 - LIAISON

- 10:01** The Association will select a Liaison Committee for each school building which shall meet with the Principal within a reasonable time following a request to meet, normally not more than once per month, to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies.
- 10:02** The Association's representative(s) shall meet with the Superintendent within a reasonable time following a request to meet (normally not more than once per month) to review and discuss current school problems and practices.

ARTICLE 11 - SABBATICAL LEAVE

- 11:01** Pursuant to Maine Law 20-A M.S.R.A. Chapter 507 §13604, a teacher who has been employed by Maine School Administrative District No. 33 for seven (7) years may be

granted Sabbatical Leave for either one-half (1/2) of a school year or for a full school year. A teacher on Sabbatical Leave shall be paid by the Board at fifty (50) per cent of the salary rate that he would have received if he had remained on active duty.

11:02 Sabbatical Leave will be granted in the following manner:

- No more than one (1) member of the faculty shall be on Sabbatical Leave at any one time.
- Qualifications for the leave will be at least seven (7) years of service in Maine School Administrative District No. 33.
- Less than a full-year Sabbatical shall be granted only if a well qualified substitute is available.

11:03 Request for Sabbatical Leave shall be submitted no later than six (6) months prior to the proposed effective date of the Sabbatical Leave. The Board shall take action no later than four (4) months prior to the proposed effective date of the sabbatical leave.

11:04 The Board will use the following criteria for selection of teachers:

- Date of filing the application.
- Purpose of the leave.
- Seniority of service in the school system.
- Professional growth of staff members
- Potential benefit to the school system.
- Demonstrated dedicated service to the school system.

11:05 On the part of the recipient, the granting of Sabbatical Leave carries an obligation to return to the system and to teach for a period of time at least twice the length of the period for which the Sabbatical Leave was granted.

As a condition to receiving final approval for a Sabbatical Leave a teacher shall file with the Superintendent's office a written agreement stipulating that, following the leave, he will remain in the service of Maine School Administrative District No. 33 for a period of:

11:05:01 One year of teaching service in Maine School Administrative District No. 33 schools commencing with the District's semester following termination of the leave period (in case of a semester leave).

11:05:02 Two (2) years of teaching service in Maine School Administrative District No. 33 Schools commencing with the District's semester following termination of the leave period (in case of a year's leave).

11:06 A teacher granted a Sabbatical Leave must provide, within sixty (60) days, positive written indication he has applied as a full time matriculated student in a masters, C.A.S., Ed. D. and/or Ph. D. program, as appropriate. Failure to do so will result in the teacher not receiving the leave with pay pursuant to section 01 of the Article. If the teacher is not accepted as a matriculated student, or he should change his mind about the Sabbatical, he will be allowed to maintain his position, if it is still vacant. However, if the position has been filled, he will be granted a leave of absence without pay equal to the length of time necessary to properly terminate the contract of the replacement teacher.

11:07 Credits earned while on Sabbatical Leave, if any, shall not be subject to the provisions of Article 21.

11:08 All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave, shall be restored to him upon his return.

11:09 No credit on the salary schedule or seniority will accrue to a teacher while on sabbatical leave.

ARTICLE 12 - HEALTH INSURANCE

12:01 The Board agrees to pay up to the following amounts toward the cost of premiums for health and major medical insurance on behalf of each teacher participating in the district's group health insurance plan:

2010-2011... \$6,984.24 (the single subscriber rate)
2011-2012... Up to the single subscriber rate

In the event of the District considering a change of carrier, the Board will meet and review with the Association prior to taking any action.

ARTICLE 13 - TEACHER EMPLOYMENT

13:01:01 Each teacher will be placed on his/her proper step and column of the salary schedule as of the beginning of the school year in accordance with paragraph 13:01:03, and no personnel will be hired off scale.

13:01:02 A teacher who notifies the Superintendent in writing by May 15 of his/her intent to complete a degree shall be placed on his/her proper step in the new column upon presenting an official transcript indicating the attainment of said degree.

13:01:03 Credit up to the appropriate level of teachers salary schedule shall be given for previous teaching experience in the public schools of this State or outside of Maine, upon initial employment in accordance with the provisions of the salary schedule. Years of less than one hundred (100) teaching days will not count as an entire year, but several similar years, when combined, will be accepted provided the number of days exceed one hundred (100).

13:01:04 For the purpose of determining salary experience credit, vocational teachers shall be granted one (1) year's experience for each year of employment in education and one (1) year's experience for every two (2) years of employment in work related areas.

13:02 Teachers will be notified of their contract and salary status, if possible, for the ensuing year no later than June 1.

13:03 The scheduled employment year of teachers covered by the classroom teachers salary schedule shall begin one day prior to the opening of school, but shall in no event exceed five (5) days beyond student days, and in no event shall exceed 182 days.

ARTICLE 14 - TEACHER ASSIGNMENT

14:01 Teachers will be notified, in writing, of their programs for the coming year (including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have) no later than June 1, under normal conditions.

ARTICLE 15 - SALARIES

15:01 The annual salaries as per the salary schedule of the agreement will be paid in twenty-six (26) approximately equal installments due every other Thursday except when a holiday occurs within a week.

ARTICLE 16 - COMPENSATION FOR ADDITIONAL WORK

16:01 For the purpose of this Article, additional work shall be defined as work performed on committees approved by the Board. Participation on all such committees shall be voluntary and compensated at the following rate:

2010-2012.....\$25.00 per meeting

16:02 In order to be eligible for compensation, the following conditions will apply:

- The committee has received prior Board approval.
- The participant has received prior approval from the Superintendent.

ARTICLE 17 - SICK LEAVE

- 17:01** All teachers shall earn sick leave days at the rate of one twelfth (1/12) per day. Sick leave shall be used in the event that a teacher is incapable of performing his duties due to personal illness or injury. Up to five (5) days per year will be permitted to care for an employee's dependent or an employee's parent with a life-threatening condition. If sick leave exceeds three (3) consecutive days, medical certification issued by a health care provider may be required to support the leave.
- 17:02** Any teacher, who must leave his teaching position due to illness after reporting for work, shall be charged one sick day if he leaves before the half day is reached, and half day after the half day is reached.
- 17:03** Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of one hundred forty (140) days.
- 17:04** At the beginning of each school year, the Board will provide a written statement for every teacher indicating the total sick leave credit.
- 17:05** Upon written request, accompanied by a physician's statement supporting the request, a teacher who is unable to teach shall be granted a leave of absence without pay for the remainder of the school year. One additional year will be granted upon written request, if accompanied by a physician's statement supporting the request.
- 17:06** In case of injury covered under the Workers Compensation Act, a teacher will receive, from his accumulated sick leave, the difference between the amount of his regular pay and the amount received as workers' compensation. The difference shall be charged on a pro rated basis to the teacher's accumulated sick leave and shall cease when the teacher's sick leave is exhausted.
- 17:07** Previously accumulated unused sick leave days will be restored to all teachers returning from leaves of absence.
- 17:08** A bonus of \$250.00, for not using sick leave days during a school year, will be paid in the final payroll of the fiscal year.

ARTICLE 18 - SICK LEAVE BANK

- 18:01** The Board and the Association will cooperate in the establishment of a Sick Leave Bank to which teachers may contribute days of credited sick leave. The Association Executive Committee shall administer the sick leave bank. A list of contributors shall be given to the Superintendent by October 1st of each school year.

The Superintendent agrees to honor withdrawals from the bank upon proper certification by the Association Executive Committee. In the event that problems arise

not covered by the following guidelines, the Superintendent and the Association Executive Committee will meet to resolve the issue.

18:02 The following guidelines will govern the sick leave bank:

18:02:01 Participation will be voluntary for the members of the Bargaining Unit.

18:02:02 Days donated to the bank will accumulate each year. At the close of each school year in June, all accumulated days will be carried forward and added to the bank for availability during the succeeding school year. At the beginning of the school year in August, the Association will certify to the Superintendent, the total number of accumulated days in the sick leave bank, up to a maximum of one hundred ten (110) per year.

18:02:03 To be a member, the teacher will be required to sign an authorization form on the first workshop day indicating his/her intention to donate one (1) day. Sick leave bank authorization forms will be distributed and collected by the Association building representatives. Teacher donated days to the sick leave bank will personally reduce said teacher's cumulative total by one (1). Teachers withdrawing from membership in the sick leave bank will not be able to withdraw contributed days.

18:02:04 A teacher must have exhausted all accumulated personal sick leave before requesting use of the bank days.

18:02:05 A teacher or his/her authorized representative must file a request in writing to the Association President prior to withdrawing days from the sick bank. A doctor's certificate of need substantiating the fact of an application regarding a claim of illness must accompany the request and will be a prerequisite to withdraw days from the bank.

18:02:06 Application for withdrawal of sick days shall be presented to the Superintendent as soon as possible upon receipt of a request for withdrawal of days by a member of the sick bank.

18:02:07 A maximum of twenty-five (25) days in any one school year may be withdrawn by any one member.

18:02:08 Teachers withdrawing sick leave days from the sick bank will not have to replace these days except as a regular contributing member of the sick bank.

ARTICLE 19 - TEMPORARY LEAVES

19:01 At the beginning of the school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- 19:01:01** Three days funeral leave in the event of the death of a teacher's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandfather, grandmother, grandchild or any other member of the teacher's immediate household. Funeral leave must be taken at the time of the funeral.
- 19:01:02** One day funeral leave in the event of the death of a teacher's step-parent, grandparent-in-law, or blood uncle, aunt, nephew or niece to attend the funeral. Two additional days of funeral leave per school year may be approved by the Superintendent in cases where there is a need for out-of-state travel.
- 19:01:03** The funeral leave days provided in this article shall be for funerals, memorial services, Shiva, or other religious and/or cultural celebrations at the time of death as practiced by the affected teacher and his/her family. Funeral leave days shall not be cumulative with multiple deaths occurring in a single accident.
- 19:01:04** Two days personal leave. In the event that a teacher does not use his personal days during the school year, he will receive payment of \$65.00 per unused personal day.
- 19:01:05** Time necessary for jury duty. Teachers shall submit a statement of income as a juror and the District will pay the difference between his salary as a teacher and pay as a juror. A teacher shall not directly submit his name for jury duty.
- 19:01:06** Two days leave, for the purpose of interviewing for employment, shall be granted in the event that a teacher is given notice of termination of employment due to a reduction in force.
- 19:02** The Board may grant extended leaves, without pay, for a period not to exceed one (1) year, at its discretion. Teachers desiring extended leave, shall apply in writing stating the reasons to the Superintendent. The Board shall review the application and render its decision within thirty (30) days of the application.

ARTICLE 20 - DUES DEDUCTION

- 20:01** The Board agrees to deduct from teacher salaries, in approximately twenty-six equal installments, money for local, state, and national association dues for each teacher who individually and voluntarily authorizes the Board to make such deductions. The Board will promptly transmit the monies so deducted to the Association.
- 20:02** The Association will certify to the Board in writing the current rate of such dues, and will provide the Board with written notice at least thirty days in advance of any change in such dues rates.
- 20:03** The Association agrees to indemnify and hold harmless the Board for any loss of monies and/or for other liability that may result from the Board's action in accordance with this article.

ARTICLE 21 - TUITION REIMBURSEMENT

- 21:01** The District shall make it a practice to have educational institutions providing courses for teachers directly bill tuition costs to Maine School Administrative District No. 33 pursuant to the following conditions:
- The teacher is employed by the District when the course is taken.
 - The course has the approval of the Superintendent.
 - Tuition reimbursement will be contingent upon a grade of no less than a "B."
- 21:02** In the event that tuition costs cannot be directly billed to Maine School Administrative District No. 33, the District shall reimburse teachers upon the completion of a course pursuant to the above conditions and upon the presentation of a receipt of tuition paid.
- 21:03** Tuition reimbursement shall be made at no greater than the per hour credit charged at the University of Maine during the year the course was taken.
- 21:04** In all cases a grade report from the college or university must be forwarded to the superintendent's office. Should the grade be less than a "B," the employee will be required to reimburse Maine School Administrative District No. 33 for any District prepaid tuition. Such tuition will be deducted from the employee's pay during the next two regular pay periods.
- 21:05** On the part of the recipient, tuition reimbursement carries an obligation to remain within the system for a period of one (1) year per course reimbursed. If a teacher leaves on his own accord prior to satisfying such obligation, the teacher will be required to reimburse the District for the amount of tuition paid by the District, and such tuition will be deducted from the teacher's final pay. No teacher will be responsible for reimbursement for more than three (3) courses.

ARTICLE 22 - MILEAGE

- 22:01** A teacher who is required by his regular daily teaching assignment to report to more than one school building in the District, and who is required to use his personally owned automobile to travel from one work location to the other, will be reimbursed quarterly at the rate of reimbursement allowed for other travel at District expense upon submission of proper vouchers as prescribed by the Superintendent. This provision will not apply to travel between the teacher's home and the schools, nor to non-required travel performed by the teacher between buildings.

ARTICLE 23 - ELIGIBILITY OF BENEFITS

- 23:01** It is expressly understood that benefits provided in this agreement shall be prorated for

part-time teachers or in the event that a teacher leaves on his own accord and has taught for less than a full year.

ARTICLE 24 - RETIREMENT

- 24:01** Upon retirement, a teacher who has been employed in the Maine School Administrative District No. 33 for at least twenty (20) years shall receive payment at the rate of sixty-five dollars (\$65.00) per day for any days exceeding thirty (30) days of accumulated sick leave. Payment shall be made thirty (30) days following the teacher's retirement.

ARTICLE 25 – EMPLOYMENT OF RETIRED TEACHERS

- 25:01** The Board reserves the right to place retired teachers who are employed in Maine School Administrative District No. 33 on the salary scale at a step of no less than step 10, and as mutually agreeable to the Board and the individual being employed.
- 25:02** Accrued sick leave accumulated prior to retirement may not be carried forward upon re-employment.
- 25:03** A retired Maine School Administrative District No. 33 teacher who is re-employed and who has previously received a payment for accrued unused sick leave, shall be ineligible for additional such payments upon final cessation of employment.
- 25:04** Rehired retirees shall not be eligible for sabbatical leave until a period of seven (7) years following their most recent date of hire.
- 25:05** Rehired retirees will have had a break in service and shall serve a two-year probationary period.

ARTICLE 26 - EDUCATIONAL POLICIES

- 26:01** The parties recognize their obligation to "Meet and Consult" with respect to educational policies and to bargain if there is an impact as a result of a change in educational policies.
- 26:02** The District shall "Meet and Consult" with the Association's officers no less than one week prior to the adoption of the school calendar.

ARTICLE 27 - MANAGEMENT RIGHTS

- 27:01** Except as explicitly limited by a specific provision of this agreement, management shall continue to have all rights and authority available to it under law, regulation, or policy. Management shall have the exclusive right to take action it deems appropriate in the operation of the School District, in the implementation of education policy, and in the direction of the work of the employees covered herein.

ARTICLE 28 - SCOPE AND SEPARABILITY

- 28:01** This agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations. It is agreed that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item whether contained herein or not, except as provided for in Article 29 - DURATION.
- 28:02** If any provision of this agreement or any application of this agreement is contrary to law, then such provision or application will be of no force and of no effect. All other provisions or applications of this agreement will continue in full force and effect.

ARTICLE 29 - DURATION

- 29:01** This agreement will be effective as of August 1, 2010 and will continue in effect until July 31, 2012, subject to the Association's right to negotiate over a successor agreement. This agreement will not be extended orally, and it is expressly understood that it will expire on the date indicated.
- 29:02** No amendment to or modification of this agreement will be made except by a voluntary, mutual written agreement duly signed by both parties. Should the parties negotiate a mutually acceptable amendment to this agreement, it will be reduced to writing and, if ratified by the Association and approved by the Board of Directors, duly signed and made a part of this agreement.
- 29:03** In witness thereof the parties hereto have caused this agreement to be signed by their respective representatives, this _____ day of _____.

Maine School Administrative
District No. 33 Education Association

Maine School Administrative
District No. 33 Board of Directors

By _____
President

By _____
Chairperson

By _____
Chief Negotiator

By _____
Chief Negotiator

SALARY SCALE

2010-2011

Step	Non-Degree	Associate	Bachelors	Masters	CAS
0	26,460	27,930	29,400	32,340	33,810
1	27,122	28,628	30,135	33,149	34,655
2	27,783	29,327	30,870	33,957	35,501
3	28,445	30,025	31,605	34,766	36,346
4	29,106	30,723	32,340	35,574	37,191
5	29,768	31,421	33,075	36,383	38,036
6	30,429	32,120	33,810	37,191	38,882
7	31,091	32,818	34,545	38,000	39,727
8	31,752	33,516	35,280	38,808	40,572
9	32,414	34,214	36,015	39,617	41,417
10	33,075	34,913	36,750	40,425	42,263
11	33,737	35,611	37,485	41,234	43,108
12	34,398	36,309	38,220	42,042	43,953
13	35,060	37,007	38,955	42,851	44,798
14	35,721	37,706	39,690	43,659	45,644
15	36,383	38,404	40,425	44,468	46,489
16	37,044	39,102	41,160	45,276	47,334
17	37,706	39,800	41,895	46,085	48,179
18	38,367	40,499	42,630	46,893	49,025
19	39,029	41,197	43,365	47,702	49,870
20	39,690	41,895	44,100	48,510	50,715
21	40,352	42,593	44,835	49,319	51,560
22	41,013	43,292	45,570	50,127	52,406
23	41,675	43,990	46,305	50,936	53,251
24	42,336	44,688	47,040	51,744	54,096
25	42,998	45,386	47,775	52,553	54,941
25+	44,321	46,783	49,245	54,170	56,632

SALARY SCALE

2011-2012

Step	Non-Degree	Associate	Bachelors	Masters	CAS
0	26,820	28,310	29,800	32,780	34,270
1	27,491	29,018	30,545	33,600	35,127
2	28,161	29,726	31,290	34,419	35,984
3	28,832	30,433	32,035	35,239	36,840
4	29,502	31,141	32,780	36,058	37,697
5	30,173	31,849	33,525	36,878	38,554
6	30,843	32,557	34,270	37,697	39,411
7	31,514	33,264	35,015	38,517	40,267
8	32,184	33,972	35,760	39,336	41,124
9	32,855	34,680	36,505	40,156	41,981
10	33,525	35,388	37,250	40,975	42,838
11	34,196	36,095	37,995	41,795	43,694
12	34,866	36,803	38,740	42,614	44,551
13	35,537	37,511	39,485	43,434	45,408
14	36,207	38,219	40,230	44,253	46,265
15	36,878	38,926	40,975	45,073	47,121
16	37,548	39,634	41,720	45,892	47,978
17	38,219	40,342	42,465	46,712	48,835
18	38,889	41,050	43,210	47,531	49,692
19	39,560	41,757	43,955	48,351	50,548
20	40,230	42,465	44,700	49,170	51,405
21	40,901	43,173	45,445	49,990	52,262
22	41,571	43,881	46,190	50,809	53,119
23	42,242	44,588	46,935	51,629	53,975
24	42,912	45,296	47,680	52,448	54,832
25	43,583	46,004	48,425	53,268	55,689
25+	44,924	47,419	49,915	54,907	57,402