

PREAMBLE

This Agreement entered into by and between the Maine School Administrative District #34 Education Association (hereinafter called the "Association") and the Maine School Administrative District #34 Board of Directors (hereinafter called the "Board").

WITNESSETH

WHEREAS, the Board and the Association both recognize that providing a quality education for the children of Maine School Administrative District #34 public schools is a mutual aid, and that the character of such education depends in large measure upon the quality, morale, and effective teaching of the members of the Association, as well as upon programs established by the Board, and,

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

WHEREAS, the Board has a statutory obligation, pursuant to the Municipal Public Employment Labor Relations Law under Title 26, MRSA, Chapter 9-A, State of Maine, to confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration, and,

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

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

ARTICLE I

DEFINITION

1. **ASSOCIATION**. Whenever the term "Association" is used, it refers to the Maine School Administrative District #34 Education Association and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
2. **BOARD**. Whenever the term "Board" is used, it refers to the Maine School Administrative District #34 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
3. **GENDER**. Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.
4. **NUMBER**. Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
5. **PRINCIPAL**. Whenever the term "Principal" is used, it is to include the administrator or any designated representative.

6. **SCHOOL.** Whenever the term "School" is used, it is to include any work location or functional division.
7. **SUPERINTENDENT.** Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools of Maine School Administrative District #34 or the Assistant Superintendent or any other person whom the Superintendent or the Board specifically designates to act for the Superintendent in any particular situation or class of situations.
8. **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 as "public employees" in Title 26, MRSA, Chapter 9-A represented by the Association in the bargaining unit defined in the preamble; however, the word "Teacher" shall not include Evening School personnel while acting as such, or personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program. Summer school and extra-curricular personnel shall be included for the purpose of determining the salary rate in Appendix A and specific rights in Article III, Article VI, and Article XVI.
9. **BARGAINING UNIT.** Whenever the term "Bargaining Unit" is used, it refers to the unit containing Classroom Teachers, Guidance Counselors, Nurses, Librarians, Music Personnel, and other Specialists as recognized by the Board of Directors.
10. **SUBJECT AREA.** Whenever the term "Subject Area" is used, it refers to courses, disciplines, or materials within a related subject field.
11. **TEACHING STATION.** Whenever the term "Teaching Station" is used, it refers to the specific area(s) designated for the instruction of any given subject.
12. **IMMEDIATE FAMILY.** The immediate family is defined as wife, husband, children, brother, sister, mother, father, mother-in-law, father-in-law, grandparents, grandchildren and domestic partner (defined as two adults of the same or opposite sex, domiciled together, engaged in a spouse-like relationship, characterized by mutual caring and dependency). Other cases are to be left to the Superintendent's discretion.

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which, from time to time, may arise involving conditions or terms of this contract. 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 teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment.

B. Definitions

1. A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation or an inequitable application of any of the provisions of this contract.
2. The "aggrieved" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days, excepting during the summer recess when days shall mean week days, Monday through Friday excluding legal holidays. Exceptions to days during the summer may be extended by mutual consent.
5. 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 as "public employees" in Title 26 MRSA, Chapter 9-A represented by the Association in the bargaining unit defined in Article I.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Informal Procedure

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

E. Formal Procedure

1. Level One—School Principal or Immediate Supervisor

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he shall present his claim within twenty (20) days, as a formal grievance, in writing, to his principal or immediate supervisor.
 - b. A grievance will be deemed waived unless submitted in writing within twenty (20) days after the aggrieved party first knew of the events or conditions constituting the alleged grievance.
 - c. Every teacher has the right to go directly to the formal procedure as the initial step.
 - d. The principal shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the President of the Association.
2. Level Two—Superintendent of Schools
- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, the aggrieved may, within five (5) days after the decision, or within ten (10) days after the formal presentation, file the written grievance with the Superintendent.
 - b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved for the purpose of resolving the grievance. A record of such meeting shall be kept by the Superintendent and made available to any party in interest upon written request.
 - c. The Superintendent shall, within five (5) days after the meeting, render his decision and the reasons therefore in writing to the aggrieved, with a copy to the Association.
3. Level Three—Board of Directors
- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, the aggrieved may, within five (5) days after the decision, or within ten (10) days after the meeting, file a grievance again with the Board.
 - b. The Board shall, within ten (10) days after receipt of the grievance, meet with the aggrieved and with representatives of the Association for the purpose of resolving the grievance.
 - c. The Board shall, within five (5) days after such meeting, render its decision and the reasons thereof in writing to the aggrieved, with a copy to the Association.
4. Level Four—Impartial Arbitration
- a. The Association may, within ten (10) days after receipt of the Level Three decision or within fifteen (15) days after the Board meeting, submit the grievance to arbitration by so notifying the Board in writing.

- b. The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the parties shall immediately contact the American Arbitration Association to select an arbitrator.
- c. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior meetings, and shall hold such hearings with the aggrieved and other parties of interest as he shall deem requisite.
- d. The arbitrator shall, within thirty (30) days after his selection, render his decision in writing to all parties of interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates and/or modifies the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject to judicial review.

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

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any and all parties of interest in the grievance procedure by reasons of such participation.
2. The aggrieved may be represented at any level of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association.

G. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.
2. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

The Association shall indemnify and hold the Board harmless against any and all claims and suits, which may arise by reason of any action taken pursuant to this section.

3. Forms for filing and processing grievances shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association School Representative and the Association so as to facilitate operation of the grievance procedure.

ARTICLE III

TEACHERS' RIGHTS

- A. Teachers have the right to join any teacher organization but membership in a teacher organization shall not be required as a condition of employment.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under the State of Maine School Laws or other applicable laws and regulations. The parties agree that the arbitrator will have no authority to interpret law under this section of the Agreement.
- C. No teacher shall be disciplined, reprimanded, (constructive criticism excepted), reduced in rank or compensation, or in the case of continuing contract teachers, dismissed or face non-renewal of his/her contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

By way of clarification, this just cause provision does not apply to the non-renewal or dismissal of a probationary teacher, nor does it apply to the termination of a teacher's contract in connection with the elimination of a teaching position, nor does it apply to the nonreappointment or dismissal of a teacher under annual appointment to coaching, summer school, or other extra-curricular or co-curricular activity.

- D.
 1. Extra-curricular positions will be open and posted for applications for each of the first three (3) years in which a person holds a position and will be filled by annual one-year appointment. A teacher's appointment or reappointment to an extra-curricular position will require the selection by the Superintendent and the approval of the Board. Such decisions will not be arbitrable.
 2. After reappointments for three (3) successive years to the same extra-curricular position, the Superintendent's or the Board's decision not to appoint the teacher to the same extra-curricular position for the next successive year (and for successive years thereafter) will be arbitrable, and will stand unless it is found to be arbitrary or capricious.
- E. Whenever any teacher is required to appear before the Superintendent or Board concerning any matter wherein such agents contemplate that such matter may adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting. Any suspension of a teacher pending charges shall be with pay.

F. Seniority and Staff Reductions

1. Position Elimination

- a. If the Board is contemplating the elimination of any bargaining unit positions, it will notify the Association. The Board will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.
- b. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
- c. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt written notice of the positions to be eliminated.

2. Selection of Teachers for Layoff

- a. Except in the case of probationary teachers who are not reemployed for the following school year, the selection of the teacher(s) to be terminated as a result of the elimination of any bargaining unit position(s) shall be made in accordance with the following terms:
 - i. Within each affected impact area, teachers shall be laid off in inverse order of seniority except as modified hereinafter.

The least senior teacher(s) in an impact area may be retained and the next least senior teacher(s) laid off when the teachers remaining in an impact area are not qualified on the basis of current certifications, experience, or training to provide the programs to be retained in the impact area.

- ii. The following impact areas shall be used:

1) Kindergarten—Grade 7

2) Grade 8—12

English	Business	Library/Media
Math	Home Economics	
Science	Industrial Arts	
Social Studies	Health	
Foreign Language	Alternative Education	

3) K-12 Specialists

Art	Guidance	Social Worker
Music	Nurse	Computer Technology
Physical Education	Speech	
Reading	Special Education	

- iii. Seniority shall be based on continuous employment in MSAD #34. When two or more teachers have the same length of continuous employment in MSAD #34, the teacher with the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority. Periods while a teacher is either on an approved leave of absence, or on layoff subject to recall as described below shall not be considered a break in continuous employment in MSAD #34 and shall be counted in the computation of seniority.

3. Seniority List Preparation

- a. The Superintendent shall provide the Association and post in all designated teachers' rooms a seniority list within three (3) weeks of the effective date of the contract and by September 30 of each subsequent year.

All teachers shall be listed in the impact area reflecting their current assignment, in descending order of seniority. The list shall show each teacher's name; date when the teacher's continuous employment in MSAD #34 began; and, if relevant to determination of seniority order, the teacher's total teaching experience. Teachers whose current assignment is in more than one (1) impact area will be listed in the impact area in which they spend the major portion of their school day.

- b. Any disagreement with the list must be reported by the Association to the Superintendent (or if by a teacher, to the Association and the Superintendent) within ten (10) days after delivery of the list to the Association and posting. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this ten (10) day review period, will be made only by mutual agreement of the Superintendent and the Association.

4. Rights Upon Layoff

- a. Notice

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

- b. Benefits

- i. A teacher who is notified that he or she is to be laid off shall be granted up to three (3) days leave with pay, upon request to and approval by the Superintendent, for the purpose of seeking alternate employment.
- ii. Teachers who have been laid off may participate at their own expense in the District's group health insurance plan for such period as is permitted under the insurance contract, not to exceed two years from the effective date of layoff.

- c. Recall

- i. A teacher with a continuing contract who is laid off shall be eligible for consideration for recall for two (2) years from the effective date of the teacher's layoff.
- ii. The Board (or its designee) shall mail to the Association and to each teacher who is eligible for recall consideration a list of all existing and anticipated teaching vacancies as soon as each opening is known. It shall be the responsibility of the teacher to keep the Superintendent notified of the teacher's current mailing address.
- iii. Teachers who wish to be considered for such a vacancy shall inform the Superintendent within ten (10) days of the notification letter of their interest in the available position(s). A teacher eligible for recall consideration shall retain the right to reemployment in any available position within the impact areas for which the teacher is qualified (by certification, experience, and training) and interested, prior to the employment of new hires. Where more than one teacher is eligible for recall consideration and they are equally qualified for the position, then recall shall occur in order of seniority. If a teacher is offered reemployment in accordance with these terms and refuses, the teacher shall forfeit further eligibility for recall consideration.
- iv. All benefits to which a teacher was entitled at the time of layoff including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return to active employment.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association's negotiating team in response to requests, annual financial reports, audits, registers of certified personnel, agenda and minutes of all regular and special Board meetings, census data, and approved budget proposals.
- B. The Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations as perceived by the principal.
- C. The Association shall have the right to use a bulletin board(s) in each faculty room to post official business provided that this shall not interfere with or interrupt normal school operations as perceived by the principal.
- D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.
- E. Any cost incurred by the District deemed excessive by the parties to this Agreement shall be borne by the Association.

- F. Notwithstanding any other provision of this Agreement, the Association shall be entitled to five (5) days of leave with pay each year. The President of the Association or the President's designee shall grant employee(s) day(s) from the Association's entitlement for Association business. The President of the Association or the President's designee shall inform the Superintendent no later than the day preceding the day of the employee absence indicating the name(s) of the employee(s) who will be absent and the day(s) of the absence. Leaves of absence under this section shall be used for Association activities. The Association shall bear the cost of a substitute. Up to five (5) additional days of leave without pay shall be granted. The Board will pay for the substitute for any such days.

ARTICLE V

SCHOOL CALENDAR

- A. The school calendar for each year shall be set forth by the Board after meeting and consulting with the Association. The Board may make changes in the calendar to conform with the Region #7 calendar or, because of unforeseen circumstances as determined by the Board, after meeting and consulting with the Association.
- B. The calendar will include as a teacher day, a day preceding the start of school, after a thirty (30) minute meeting with the building or program administrator.
- C. The scheduled employment year of teachers covered by this Agreement (other than new personnel who may be required to attend preschool orientation sessions) shall begin at least one (1) day prior to the opening of school in September, unless pursuant to Section A, an earlier opening is mutually agreed upon by the Board and Association, and shall in no event be more than six (6) days beyond the length of student year. Teachers who work beyond one hundred eighty-three (183) days (2007-08) and one hundred eighty-four (184) days (2008-2010) shall be compensated on their per diem rate of pay based upon 1/183 (2007-08) and 1/184 (2008-2010) of their salary prorata. The 183rd day (2007-08) and 184th day (2008-2010) day shall be used as a records day.
- D. The Board agrees to pay each teacher at his/her per diem rate of pay for any day(s) that a teacher or teachers is/are required to fulfill beyond the days in C above, providing the length of the day is at least seven (7) hours long. Teachers who work less than seven (7) hours shall receive a prorata per diem based upon hours worked compared to seven (7) hours. There will be written notification for any required training/activity beyond the school year.
- E. Teachers who have written prior approval from the Superintendent to work on special District projects for which compensation is not otherwise provided under this agreement will be compensated according to the hourly rate of pay established in Appendix A.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. A teacher shall be expected to report for work fifteen (15) minutes before the opening of the pupil's school day, and remain fifteen (15) minutes after the end of the pupil's school day; earlier and/or later if supervisory duties are required.
- B. Nothing in this Article shall be construed to absolve teachers from necessary supervisory duties.
- C. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes excepting in an emergency.
- D. 1.
 - a. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending up to twenty-five (25) faculty or other professional meetings per year excluding PET meetings. Such meetings shall normally begin no later than thirty (30) minutes after the first dismissal time and shall run no longer than one (1) hour, unless extended by mutual agreement.
 - b. 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.
- 2. Teachers who are required by the Superintendent to work outside the regular work day will be compensated at the hourly rate of pay as established in Appendix A.
- 3. Teachers who have prior written approval from the Superintendent to work on special District projects for which compensation is not otherwise provided under this agreement will be compensated at the rate of pay outlined in Appendix A for work outside the regular work day.
- E. Teachers' participation in extra-curricular activities shall be voluntary, and shall be compensated according to the rate of pay in the Appendix. The teacher agrees that once having accepted an extra-curricular assignment, he shall serve in that capacity until the conclusion of that activity unless mutually agreed that the activity is to be terminated. The teacher shall be notified in writing within forty-five (45) days of the MPA completion date of the extra-curricular activity if he is not to be offered the activity or position for the ensuing school year. The teacher shall notify the athletic director when athletics are concerned or the Superintendent when non-athletics are concerned within fourteen (14) days after the specific annual appointment of an extra-curricular activity of his acceptance or rejection of the appointment.
- F. Teachers' participation in field trips, athletic supervision or supervision of school events which extend beyond the student dismissal time and overnight or weekend trips, shall be voluntary. Teachers involved in any duty that requires return to school after the regular school day, and live five (5) or more miles one way from the site of the school activity, shall be compensated for the total mileage accumulated in the performance of the duty at the rate specified in this contract.

ARTICLE VII

NON-TEACHING DUTIES

- A. Teachers should not be required to perform the following duties:
 - 1. Collecting money from students with the exception of lunch money, and fees necessary for the instructional program
 - 2. Storing books, delivering books to the classrooms and other janitorial functions.
- B. Teachers shall not be required to transport students in their personal vehicles to activities, which take place away from the school building.

ARTICLE VIII

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Appendix which is attached hereto and made a part hereof.
- B. The annual salaries of teachers shall be paid in twenty-six (26) installments. The Board agrees to pay any teacher requesting payment for the July and August payrolls in June subject to the availability of funds.
- C. A teacher who resigns his/her position may choose to receive his last checks for the summer months in June, in one lump sum, if such desire is indicated in writing by April 15. Payment subject to the availability of funds.
- D. A teacher may receive a lump-sum payment the first payday in July for the balance of his contract if he notifies the Superintendent in writing by April 15. Payment subject to the availability of funds.
- E. Proper payroll deductions shall be made from this check for health insurance, retirement, and other authorized deductions so as to afford coverage for the individual until the first deduction of the next school year.
- F. Retirement Pay—Upon retirement, any teacher employed in MSAD #34 prior to September 1, 2007 with fifteen (15) years of service with MSAD #34 and a minimum of twenty (20) years of service in Maine, shall be paid up to thirty (30) days of accumulated sick leave at the per diem rate of the final year's salary, excluding non-classroom

compensation. Upon retirement, any teacher employed in MSAD #34 after September 1,

2007 with twenty (20) years of service with MSAD #34 shall be paid up to thirty (30) days of accumulated sick leave at the per diem rate of the final year's salary, excluding non-classroom compensation.

- G. If the payment does not exhaust the teacher's accumulated sick leave days, the remaining accumulated sick days shall be credited as membership service up to the maximum permitted by law.
- H. If the number of days to which a teacher is entitled in Section F and G does not deplete the teacher's total accumulated sick leave, a teacher will be paid for each day over one hundred twenty (120) days of accumulated sick leave at one-half (1/2) of the teachers per diem rate of pay. Provided that written notice of the intent to retire is given to the Superintendent not later than February 1, such payment shall be made in July. If written notice is provided after February 1, payment may be deferred at the discretion of the Board until July of the second year following such notice.
- I. Teachers who receive a Master's Degree after the start of the school year, but prior to the ninety-first day of the teacher work year, shall be advanced to the Master's Degree column effective on the ninety-first day of the teacher work year.
- J. When the Administration is advised of an absence, a substitute will be hired whenever possible. In the event a substitute is not hired and a teacher is asked to give up his/her planning period to cover the absence, he/she shall be compensated at \$21 per class. In the event a teacher is required to leave during the school day due to sickness or an emergency and no substitute can be readily found, teachers covering classes will not be compensated the \$21.

ARTICLE IX

TEACHER ASSIGNMENT

- A.
 - 1. As soon as possible after teachers' schedules are developed and building assignments made, and barring extenuating or unusual circumstances, teachers will be notified of their schedules or assignments not later than six (6) weeks before the first day of school.
 - 2. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after the above-designated time(s), any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and, at his option, a representative of the Association.
- B. Schedules of teachers who are assigned to more than one (1) school shall, if practicable, be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

- C. Teachers who are authorized and required by the Superintendent to travel shall be reimbursed for all necessary travel in their personal automobiles at the allowable IRS rate. Payment to the teachers shall be made at regular intervals on the basis of vouchers submitted by the teacher and approved by the Superintendent of Schools.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than April 1st of each school year, the Superintendent shall post a list of the known or anticipated vacancies, by building and grade level, which shall occur during the following school year. Subsequent vacancies, including those occurring due to transfer, will be posted as they occur. This list of known vacancies shall be posted for at least one week in all buildings and posted in the Central Office with a copy mailed to the Association President.
- B. Any vacancies that occur after the third Tuesday in May, except for those vacancies created by transfer, will also be posted in all buildings and posted in the Central Office with a copy mailed to the Association President.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement on forms furnished by the Board. Such statements shall include the grade and/or subject to which the transferee desires to be assigned and the school or schools he desires to be transferred in order of preference.
- D. In the consideration of requests for reassignment and/or transfer, the wishes of the individual teacher shall be honored when the individual is recommended by the Superintendent and is qualified, properly certified, otherwise compatible with the position, and such transfer is in the best interests of the District as determined solely by the Board and Superintendent.
- E. If teachers request an exchange of teaching assignment and this exchange is recommended by the Superintendent and the exchange does not create a vacancy, no posting needs to occur.

ARTICLE XI

TEACHER EVALUATION

Without in any way limiting the Board's or its agent's right to perform evaluations when and how it sees fit, the parties agree that no evaluation instrument shall be introduced in any proceeding covered by the Agreement unless it complies with the evaluation procedure of the Board and the following:

- A.
 - 1. All monitoring or observations of the work or performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Whenever an observation results in a written report, a copy of such report shall be given to the teacher within five (5) school days. Within ten (10) days of such an observation, a conference will be held if requested by either party.
3. Teachers shall be evaluated on classroom performance after fair and reasonable observations as per the evaluation procedure of the Board.
4. Teachers shall receive a written copy of the evaluation policy of MSAD #34 which shall include the forms to be used and the criteria to be utilized. The evaluation policy shall be distributed at the opening faculty meeting in September.
5. Should strengths and/or weaknesses be observed, the written report shall include them. Teachers shall be given recommendation(s) to correct deficiencies identified by an observation/evaluation.
6. The teacher shall have the right to attach a written statement to his/her written observation/evaluation report.

B.

1. A teacher shall have the right, upon written request, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such a review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his file, which he believes to be obsolete and otherwise inappropriate to retain.
2. The Board agrees to protect the confidentiality of the personal references, academic credentials, and other similar documents to the extent possible under the law.

- C. No complaint will be used in the evaluation of a teacher unless the complainant is identified at the time of the complaint and the allegation promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaints.

If the complaint is withdrawn, or found lacking in merit, no records of any kind shall exist, and the matters shall not be used in any manner as an evaluation or in future consideration by the Board in reference to the employment of the teacher.

- D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no evaluation documents shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

ARTICLE XII

SICK LEAVE

- A. All teachers employed shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

Unused sick leave days shall be accumulated from year to year to a maximum of one hundred and eighty (180) days at the end of each school year. Sickness or death in the immediate family shall be counted as sick leave.

- B. The Association will establish a sick leave bank by voluntary contribution of one (1) day per teacher per year from regular accumulated sick leave days. All teachers wishing to maintain membership will contribute one sick day each year regardless of the number of sick leave bank days already accumulated. Upon application by contributing members, up to sixty (60) days may be withdrawn from the bank for personal illness or disability upon exhausting personal sick leave. The maximum number of days that may be accumulated at a time is five hundred (500) days. The sick leave bank will always be maintained at five hundred (500) days as of September 1 of each contract year. The current accumulated sick leave bank days will gradually lower until the five hundred (500) maximum days is reached. Before September 1 of each school year, the Association shall deliver a copy of the guidelines for administering the sick leave bank to the Superintendent.
- C. In cases of injury or sickness covered under the Workers Compensation Act, a teacher will receive from his or her accumulated sick leave the difference between the amount of his regular net pay (after taxes) and the amount received as worker's compensation. The difference shall be charged on a prorata basis to the teacher's accumulated sick leave and shall cease when the teacher's sick leave is exhausted.
- D. The Board shall provide a written statement for every teacher at the beginning of each school year indicating the total of sick leave credit.

ARTICLE XIII

TEMPORARY LEAVE OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Three (3) days of leave of absence for legal, business, household, or family matters which require absence during school hours. Notification using the Notification of Temporary Leave of Absence Form to the teacher's principal or other immediate supervisor for leave shall be made at least three (3) days before taking such leave except in the case of emergencies. Leave taken under this section shall not be used for recreational purposes.
 - 2. Other leaves of absence with pay not deducted from sick leave, including absence caused by the bona fide observance of designated holidays in the church of their faith, or without pay may be granted by the Superintendent or the Board for good reason and consistent with law.
- B. Teachers who are called to serve on jury duty shall receive their regular rate of pay; however, any amount of money received as a result of jury duty on a school day, except for expenses, shall be returned to the District.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence with or without pay of up to one (1) year may be granted by the Board of Directors to any continuing contract teacher for child rearing and/or who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such program, or accepts a Fulbright Scholarship.
- B. Teachers on extended leave shall notify the Superintendent by certified mail no later than March 1 of their intent to return to their position under the condition of said leave.
- C. All benefits to which a teacher was entitled to at the time of his leave of absence, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to him upon his return. He shall be assigned to the same teaching position, or to a substantially equivalent position with the same experience, seniority, and length of service that he held at the time said leave commenced.

ARTICLE XV

SABBATICAL LEAVE

- A. A sabbatical leave may be granted to a teacher by the Board for study in their area of specialization, subject to the following conditions:
 - 1. Requests for sabbatical leave must be received by the Superintendent in writing no later than March 1. Action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.
 - 2. The teacher has completed seven (7) full years of continuous service with Maine School Administrative District #34.
 - 3. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which he would have achieved had he remained actively employed in the system during the period of his absence.
 - 4. The sabbatical leave may be granted for one (1) full year at one-half (1/2) pay, or one-half (1/2) year at one-half (1/2) pay for that period.
 - 5. Any teacher accepting sabbatical leave shall enter into a written agreement with the Board; such agreement shall provide that in the event the teacher resigns from District service before completion of the two (2) years of service after expiration of the sabbatical leave, he or she shall reimburse the District for that amount of money the unfulfilled two (2) year period bears to the full amount granted during such leave.

6. Upon return from sabbatical leave, the teacher shall present a written report to the Superintendent and a verbal report to the Board outlining the leave and its potential educational benefit to the District.
7. No more than the equivalent of three (3) full-time teachers may be granted sabbatical leave per year.

ARTICLE XVI

PROTECTION OF TEACHERS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endangers their health, safety, or well being.
- B. A teacher may use reasonable force as per Maine Education and School Statute 20(A) MRSA §4009.
 1. **Reasonable Force.** A teacher or other person entrusted with the care or supervision of a person for special or limited purposes may not be held civilly liable for the use of a reasonable degree of force against the person who creates a disturbance if the teacher or other person reasonably believes it is necessary to:
 - A. Control the disturbing behavior; or
 - B. Remove the person from the scene of the disturbance.
 2. **Exceptions.** Subsection 1 shall not apply to the intentional or reckless use of force that creates a substantial risk of death, serious bodily injury, or extraordinary pain.
 3. **Effect on Civil Liability.** This section may not be construed to increase the scope of potential civil liability of a teacher or other person entrusted with the care or supervision of a person for special or limited purposes.
 4. **Emergency Medical Treatment.** Notwithstanding any other provision of any public or private and special law, any non-licensed agent or employee of a school or school administrative unit who renders first aid, emergency treatment or rescue assistance to a student during a school program, may not be held liable for injuries alleged to have been sustained by that student or for the death of that student alleged to have occurred as a result of an act or omission in rendering such aid, treatment or assistance. This subsection does not apply to injuries or death caused willfully, wantonly or recklessly, or by gross negligence on the part of the agent or employee.
- C.
 1. The Board shall provide defense protection up to the limits of its insurance policy to the teacher including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
 2. The Board shall provide defense protection up to the limits of its insurance policy to the teacher including legal and other assistance for court action brought by parents or citizens against the teacher while acting in the discharge of his duties.

3. When absence arises out of or from such assault as verified by a physician, the teacher shall not forfeit any sick leave or personal leave, for up to one (1) full school year (183 days 2007-08) and (184 days 2008-2010). A teacher shall be paid the difference between workers compensation payments and regular pay for up to one hundred eighty three (183 days 2007-08) and one hundred eighty four (184 days 2008-2010) under this specific provision. At the completion of the one hundred eighty three (183 days 2007-08) and one hundred eighty four (184 days 2008-2010), a teacher shall be eligible for additional pay under Article XII.
4. Benefits derived under this or subsequent Agreements shall continue during the period of any workers compensation until the teacher is able to return to his/her former position when absence arises out of or from such assault or injury.
5. All of the above in C will be in force up to the period of a court's decision. If the court finds for the plaintiff, support may be discontinued at that point. At the point of non-support, all records and documents shall be made available to the teacher or his Association representative(s).

D.

1. A teacher who is assaulted while performing school-connected activities shall orally report the incident to the appropriate supervisor or principal immediately. A written report shall be submitted to the same administrator within 24 hours of the incident unless the severity of the injury does not permit its completion.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident of the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

- E. To be reimbursed for damage, loss, or theft of personal property incurred while performing their duties as employees of the District, staff need to make a written request to the Superintendent within fourteen (14) days of the loss. The reimbursement will be considered by the Board of Directors' Finance Committee.

Staff members using their personal property; *i.e.*, equipment, in the classroom or school, must notify the building administrator whenever the value of such property exceeds Two Hundred Dollars (\$200).

ARTICLE XVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician, or other specialist, he shall refer the matter to his principal or immediate supervisor. The principal or immediate supervisor shall, if such action seems warranted, arrange as soon as possible for a conference among himself, the teacher, the parents and/or guardians, to discuss the problem and to decide upon appropriate steps for its resolution.

- B. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom for up to one (1) period for each incident and shall refer him immediately to the building principal.

ARTICLE XVIII

INSURANCE PROTECTION

- A. Health Insurance-The District will pay the employee's medical insurance, throughout the contract year, in the health insurance program selected by the Board, as follows:

STANDARD PLAN – Teachers

July 1, 2007 – June 30, 2008		<u>District</u>		<u>Employee</u>
SINGLE		80%		20%
ADULT/CHILD	75%		25%	
2 ADULTS		75%		25%
FAMILY		75%		25%

CHOICE PLUS – Teachers

July 1, 2007 – June 30, 2008		<u>District</u>		<u>Employee</u>
SINGLE		90%		10%
ADULT/CHILD	85%		15%	
2 ADULTS		85%		15%
FAMILY		85%		15%

STANDARD PLAN – Teachers

July 1, 2008 – June 30, 2009		<u>District</u>		<u>Employee</u>
SINGLE		78%		22%
ADULT/CHILD	73%		27%	
2 ADULTS		73%		27%
FAMILY		73%		27%

CHOICE PLUS – Teachers

July 1, 2008 – June 30, 2009		<u>District</u>		<u>Employee</u>
SINGLE		87%		13%
ADULT/CHILD	83%		17%	
2 ADULTS		83%		17%
FAMILY		83%		17%

STANDARD PLAN – Teachers

July 1, 2009 – June 30, 2010		<u>District</u>	<u>Employee</u>
SINGLE		75%	25%
ADULT/CHILD	70%		30%
2 ADULTS		70%	30%
FAMILY		70%	30%

CHOICE PLUS – Teachers

July 1, 2009 – June 30, 2010		<u>District</u>	<u>Employee</u>
SINGLE		85%	15%
ADULT/CHILD	80%		20%
2 ADULTS		80%	20%
FAMILY		80%	20%

- B. If both husband and wife teach in the District, they may combine their health insurance benefits so that the total for each teacher is applied toward the total cost of the health plan selected by them, but in no event shall the Board pay more than the cost of the insurance plan selected.
- C. Prior to any change in carrier, the Board and the Association agree to bargain the coverage of the plan.
- D. Should any teacher resign their position before the end of the school year, this payment will be computed on the basis of 1/183 (2007-08) and 1/184 (2008-2010) of this amount multiplied by the number of days taught.
- E. Should any teacher work less than full time, he/she shall receive a prorated benefit based upon time worked compared to full time. Employees who were employed prior to 9/1/89 shall not have this benefit reduced if they have their time reduced involuntarily or are presently working less than full time. Should the Board provide full-time benefits to a part-time teacher employed after September 1, 1989, such benefits shall be paid to all part-time teachers.
- F. The District will sponsor a dental plan with full cost to be assumed by the employee.

ARTICLE XIX

DUES—DEDUCTIONS FROM SALARY

- A. Upon receipt of authorization from any employee, the Board will provide payroll deductions for Association dues and programs, defined in this Article. Such notification of authorization will be submitted within a reasonable period following employment to comply with the requirements pertaining to a payroll installment payment. The Board agrees to deduct the authorized amount in equal payroll deductions and to forward the amount withheld to the treasurer of the local Association following each payroll period that dues deductions are withheld.

- B. The Association shall certify to the Board in writing the current rate of local, state, and national dues. In the event any Association changes the rate of its membership dues, the local Association shall give the Board and its membership written notice prior to the effective date of such change.
- C. The Association shall fully indemnify and hold the District, Board, and Superintendent completely harmless against any claims or suits of any nature, which may arise by reasons of the Board's compliance with the terms of this Article, provided that voluntary payroll deductions are mailed so as to arrive at the receiving institution on the payroll date.
- D. Authorization to deduct such dues and program amounts shall continue in effect unless revoked by the employee in writing to the Association and the Board by September 15 of any school year.
- E. The Association shall be promptly notified in writing of any newly-hired employees and if the newly-hired is employed after the normal enrollment period, the employee shall have three (3) weeks from date of hire to request dues payment through payroll deduction.
- F. The Association will provide teachers with a direct deposit option to one of the four (4) banks with an office in Belfast. The parties agree that once a teacher elects the direct deposit option, the teacher shall be permitted to withdraw from that option only once during the contract year.

ARTICLE XX

RETIREEES RETURNING TO SERVICE

Generally, employment for those retirees who elect to return to the education field in MSAD #34 will be subject to and consistent with all the terms and conditions of the Comprehensive Contract between the MSAD #34 Education Association and the MSAD #34 Board of Directors. The exceptions/clarifications are as follows:

Retirees are to be listed in two categories. (1) Those who retired from service as an employee of MSAD #34; and (2) those who retired from service from some other District within Maine.

Retirees from MSAD #34:

1. Will be placed on probationary contract status for one year.
2. Will be placed on the proper salary step.
3. Will have the difference between the states' contribution to their health insurance premium and the cost of the premium paid for by MSAD #34.
4. Will have seniority and longevity accrue starting with the most recent date of hire.
5. Will accrue sick leave days starting with the most recent date of hire.
6. Will not be eligible for "retirement" pay and/or credit.

Retirees from outside MSAD #34:

1. Will be placed on probationary contract status.
2. Will be placed on the proper salary step.
3. Will have the difference between the states' contribution to their health insurance premium and the cost of the premium paid for by MSAD #34.
4. Will have seniority and longevity accrue starting with the most recent date of hire.
5. Will accrue sick leave days starting with the most recent date of hire.
6. Will not be eligible for "retirement" pay and/or credit.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- C. The Board agrees to make available to the Association President at the same time the agenda is made available to the press, a copy of the Board's agenda. Furthermore, a copy of the Board's minutes will be given to the Association no later than five (5) days after the Board meeting when the minutes are approved.
- D. Sufficient copies of this Agreement shall be printed at the mutual expense of the Board and the Association within thirty (30) days after the Agreement is signed to present to all teachers now employed and hereafter employed. The Association and Board will agree on the number and method of printing the contract.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement:
 1. If by the Association to the Chairman of the Board, in care of the Superintendent; or
 2. If by the Board to the Association, in care of the President.
- F. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the school year.
- G. Any continuing contract teacher who is not to have his or her contract extended through the following school year must receive notice by March 1. Teachers will be notified of non-renewal by certified mail.

All continuing contract teachers not receiving notification of non-renewal by March 1 will have their contract automatically extended through the following year.

Probationary contract teachers shall be notified of their contract status for the ensuing year not later than May 15.

- H. Except as otherwise expressly limited in this Agreement, the determination of policy, the operation and management of the schools and the control, assignment, supervision and direction of the staff are vested exclusively in the Board of Directors which retains its full authority and rights under State law and regulations.

ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2007 and shall continue in effect until August 31, 2010, subject to the Association's right to negotiate over a successor Agreement provided by statute.
- B. The parties recognize that the statutes, Title 26 MRSA, Chapter 9-A prohibit bargaining of educational policy, but that the Maine Labor Relations Board has determined that the Board has the obligation to bargain the impact of any change in educational policy and to meet and consult but not negotiate with respect to educational policies.

MSAD #34 EDUCATION ASSOCIATION

MSAD #34 BOARD OF DIRECTORS

President

Chairperson, Board of Directors

Chairperson, Negotiating Committee

Superintendent of Schools

APPENDIX A

TEACHERS' SALARY SCHEDULE

2007 - 2008 SALARY SCALE

STEP	EXPERIENCE	B.S.	M.ED.
1	0	28,762.65	30,958.92
2	1	29,941.65	32,137.92
3	2	31,172.65	33,368.92
4	3	32,458.65	34,654.92
5	4	33,805.65	36,001.92
6	5	35,211.65	37,407.92
7	6	36,678.65	38,874.92
8	7	38,848.65	41,054.92
9	8	41,018.65	43,235.92
10	9	43,188.65	45,416.92
11	10	45,359.65	47,597.92
12	11	47,530.65	49,778.92
13	12	49,701.65	51,959.92

Longevity

- \$1300 —15 years in MSAD #34
- \$1600 —20 years in MSAD #34
- \$1900 —25 years in MSAD #34
- \$2200 —30 years in MSAD #34

Teachers with 10, 11, or 12 years of current District experience will receive step increases as per the salary scale. Longevity stipends will commence after 15 years of District experience.

Teachers with current District experience of 13 or 14 years will continue to receive a longevity stipend of \$850 until such time as they have 15 years experience in the District and will then receive the stipend as provided with the current agreement.

Teachers with current District experience of 18 or 19 years will receive a longevity stipend of \$1325 until they reach the 20-year District experience stipend level.

Teachers who have written prior approval from the Superintendent to work on special District projects for which compensation is not otherwise provided under this agreement will be compensated according to the following rate of pay for work beyond 183 days (2007-08) and 184 days (2008-2010).

Pay rates shall be at the hourly rate of .08% (.0008) of the average of the designated step on the current year's salary schedule (rounded to the nearest dollar) as follows:

<u>Teacher Experience</u>	<u>Designated Step</u>	<u>2007-08</u>
1 - 4 years	3	\$25 - \$27
5 - 9 years	7	\$29 - \$31
10 -13 years	11	\$36 - \$38

Professional Work Reimbursement—Whenever any certified teacher, not on sabbatical, completes additional work approved by the Superintendent, the teacher shall receive the actual cost of the course including books, tuition, and fees not to exceed the University of Maine (Orono) tuition rate per credit hour. Reimbursement shall not exceed nine (9) credit hours per year (4.5 credits per year for staff working half-time or less). It is understood that reimbursement for credits taken during the summer shall only be required if the teacher returns to this District. Upon receipt of the transcript, indicating successful completion of the course, payment will be made within two (2) pay periods. [Each year, a social worker shall have up to a total of three (3) full-day conferences/workshops paid for with a budgeted amount that does not exceed Five Hundred Dollars (\$500) (total for the year) with prior approval from the Superintendent.]

**APPENDIX AA
TEACHERS' SALARY SCHEDULE**

2008 - 2009 SALARY SCALE

STEP	EXPERIENCE	B.S.	M.ED.
1	0	29,697.44	31,965.08
2	1	30,876.44	33,144.08
3	2	32,107.44	34,375.08
4	3	33,393.44	35,661.08
5	4	34,740.44	37,008.08
6	5	36,146.44	38,414.08
7	6	37,613.44	39,881.08
8	7	39,783.44	42,061.08
9	8	41,953.44	44,242.08
10	9	44,123.44	46,423.08
11	10	46,294.44	48,604.08
12	11	48,465.44	50,785.08
13	12	50,636.44	52,966.08

Longevity

- \$1400 —15 years in MSAD #34
- \$1700 —20 years in MSAD #34
- \$2000 —25 years in MSAD #34
- \$2300 —30 years in MSAD #34

Teachers with 10, 11, or 12 years of current District experience will receive step increases as per the salary scale. Longevity stipends will commence after 15 years of District experience.

Teachers with current District experience of 14 years will continue to receive a longevity stipend of \$850 until such time as they have 15 years experience in the District and will then receive the stipend as provided with the current agreement.

Teachers with current District experience of 19 years will receive a longevity stipend of \$1325 until they reach the 20-year District experience stipend level.

Teachers who have written prior approval from the Superintendent to work on special District projects for which compensation is not otherwise provided under this agreement will be compensated according to the following rate of pay for work beyond 183 days (2007-08) and 184 days (2008-10).

<u>Teacher Experience</u>	<u>Designated Step</u>	<u>2008-09</u>
1 - 4 years	3	\$26 - \$28
5 - 9 years	7	\$30 - \$32
10 -13 years	11	\$37 - \$39

Professional Work Reimbursement—Whenever any certified teacher, not on sabbatical, completes additional work approved by the Superintendent, the teacher shall receive the actual cost of the course including books, tuition, and fees not to exceed the University of Maine (Orono) tuition rate per credit hour. Reimbursement shall not exceed nine (9) credit hours per year (4.5 credits per year for staff working half-time or less). It is understood that reimbursement for credits taken during the summer shall only be required if the teacher returns to this District. Upon receipt of the transcript, indicating successful completion of the course, payment will be made within two (2) pay periods. [Each year, a social worker shall have up to a total of three (3) full-day conferences/workshops paid for with a budgeted amount that does not exceed Five Hundred Dollars (\$500) (total for the year) with prior approval from the Superintendent.]

APPENDIX AAA

TEACHERS' SALARY SCHEDULE

2009 - 2010 SALARY SCALE

STEP	EXPERIENCE	B.S.	M.ED.
1	0	30,662.60	33,003.95
2	1	31,841.60	34,182.95
3	2	33,072.60	35,413.95
4	3	34,358.60	36,699.95
5	4	35,705.60	38,046.95
6	5	37,111.60	39,452.95
7	6	38,578.60	40,919.95
8	7	40,748.60	43,099.95
9	8	42,918.60	45,280.95
10	9	45,088.60	47,461.95
11	10	47,259.60	49,642.95
12	11	49,430.60	51,823.95
13	12	51,601.60	54,004.95

Longevity

- \$1600 —15 years in MSAD #34
- \$1900 —20 years in MSAD #34
- \$2200 —25 years in MSAD #34
- \$2500 —30 years in MSAD #34

Teachers with 10, 11, or 12 years of current District experience will receive step increases as per the salary scale. Longevity stipends will commence after 15 years of District experience.

Teachers who have written prior approval from the Superintendent to work on special District projects for which compensation is not otherwise provided under this agreement will be compensated according to the following rate of pay for work beyond 183 days (2007-08) and 184 days (2008-10).

<u>Teacher Experience</u>	<u>Designated Step</u>	<u>2009-10</u>
1 - 4 years	3	\$26 - \$28
5 - 9 years	7	\$31 - \$33
10 -13 years	11	\$38 - \$40

Professional Work Reimbursement—Whenever any certified teacher, not on sabbatical, completes additional work approved by the Superintendent, the teacher shall receive the actual cost of the course including books, tuition, and fees not to exceed the University of Maine (Orono) tuition rate per credit hour. Reimbursement shall not exceed nine (9) credit hours per year (4.5 credits per year for staff working half-time or less). It is understood that reimbursement for credits taken during the summer shall only be required if the teacher returns to this District. Upon receipt of the transcript, indicating successful completion of the course, payment will be made within two (2) pay periods. [Each year, a social worker shall have up to a total of three (3) full-day conferences/workshops paid for with a budgeted amount that does not exceed Five Hundred Dollars (\$500) (total for the year) with prior approval from the Superintendent.]

TRAVEL

All approved travel shall be reimbursed at the rate per Article IX, C.

Position	Points	Factor 2007-2008	Factor 2008-2009	Factor 2009-2010
		\$199.00	\$204.00	\$209.00

CO-CURRICULAR

BAHS

Class Advisor - Grade 9	3	\$597.00	\$612.00	\$627.00
Class Advisor - Grade 10	3	\$597.00	\$612.00	\$627.00
Class Advisor - Grade 11	5	\$995.00	\$1,020.00	\$1,045.00
Class Advisor - Grade 12	7.9	\$1,572.10	\$1,611.60	\$1,651.10
Dramatics - Director	6.7	\$1,333.30	\$1,366.80	\$1,400.30
Dramatics - Music Dir	6.7	\$1,333.30	\$1,366.80	\$1,400.30
Dramatics – Tech/Business	6.7	\$1,333.30	\$1,366.80	\$1,400.30
Dramatics - One-Act Play	6.7	\$1,333.30	\$1,366.80	\$1,400.30
Math Team	7.9	\$1,572.10	\$1,611.60	\$1,651.10
National Honor Society	13	\$2,587.00	\$2,652.00	\$2,717.00
Peer Leadership	11.4	\$2,269.80	\$2,325.60	\$2,382.60
Student Senate	11.1	\$2,208.90	\$2,264.40	\$2,319.90
Yearbook	12.6	\$2,507.40	\$2,570.40	\$2,633.40

THMS

Dramatics	6.7	\$1,333.30	\$1,366.80	\$1,400.30
Lego/Robotics	5.9	\$1,174.10	\$1,203.60	\$1,233.10
Math/Science	5.9	\$1,174.10	\$1,203.60	\$1,233.10
Student Council	8.3	\$1,651.70	\$1,693.20	\$1,734.70
Yearbook	6.3	\$1,253.70	\$1,285.20	\$1,316.70

Total \$26,826.40 \$27,499.20 \$28,173.20

RTI – 4 per elementary school, 8 in CASS \$10 per meeting \$15 per meeting
Mentors – dependent on new hires \$250.00 \$250.00

Positions	Points	Factor 2007-2008	Factor 2008-2009	Factor 2009-2010
		\$199.00	\$204.00	\$209.00

Music

BAHS Band	17.6	\$3,502.40	\$3,590.40	\$3,678.40
THMS Band	11.9	\$2,368.10	\$2,427.60	\$2,487.10
Grade 5 Band	7.1	\$1,412.90	\$1,448.40	\$1,483.90
BAHS Chorus	6.75	\$1,343.25	\$1,377.00	\$1,410.75
THMS Chorus	3.1	\$616.90	\$632.40	\$647.90
Elementary Chorus (2)	2.5	\$497.50	\$510.00	\$522.50

Total \$10,238.55 \$10,495.80 \$10,753.05

Total Co-Curricular \$36,448.05 \$37,362.60 \$38,278.35

LEADERSHIP**Head Teachers**

Ames Elementary	13.4	\$2,666.60	\$2,733.60	\$2,800.60
Capt. Albert Stevens	13.4	\$2,666.60	\$2,733.60	\$2,800.60
East Belfast	13.4	\$2,666.60	\$2,733.60	\$2,800.60
Edna Drinkwater	13.4	\$2,666.60	\$2,733.60	\$2,800.60
Gladys Weymouth	13.4	\$2,666.60	\$2,733.60	\$2,800.60
Kermit Nickerson	13.4	\$2,666.60	\$2,733.60	\$2,800.60

Team Leaders

THMS (7)	11.7	\$2,328.30	\$2,386.80	\$2,445.30
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Total		\$32,297.70	\$33,109.20	\$33,920.70
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Position	Points	Factor 2007-2008 \$199.00	Factor 2008-2009 \$204.00	Factor 2009-2010 \$209.00
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LEADERSHIP**Coordinators - BAHS**

Academic Coach	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Academic Team Leaders - 4	2.93	\$583.07	\$597.72	\$612.37
BCOPE	17	\$3,383.00	\$3,468.00	\$3,553.00
English - BAHS	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Fine Arts (K-12)	11.7	\$2,328.30	\$2,386.80	\$2,445.30
World Language (K-12)	11.7	\$2,328.30	\$2,328.30	\$2,445.30
Guidance (K-12)	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Health/PE (K - 12)	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Mathematics - BAHS	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Science - BAHS	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Social Studies - BAHS	11.7	\$2,328.30	\$2,386.80	\$2,445.30

Coordinators - SPED

BAHS	11.7	\$2,328.30	\$2,386.80	\$2,445.30
THMS	11.7	\$2,328.30	\$2,386.80	\$2,445.30
Elementary	11.7	\$2,328.30	\$2,386.80	\$2,445.30

TECHNOLOGY

BAHS	21.4	\$4,258.60	\$4,365.60	\$4,472.60
THMS	21.4	\$4,258.60	\$4,365.60	\$4,472.60
Elementary	21.4	\$4,258.60	\$4,365.60	\$4,472.60

MISCELLANEOUS

ATM/Video Ch.5 - BAHS	16.8	\$3,343.20 23	\$4,692.00	\$4,807.00
Pool Director	23.7	\$4,716.30	\$4,834.80	\$4,953.30
Chemical Hygiene	3.7	\$736.30	\$754.80	\$773.30
Total		\$53,431.50	\$56,038.80	\$57,412.30

Position	Points	Factor 2007-2008	Factor 2008-2009	Factor 2009-2010
		\$199.00	\$204.00	\$209.00

BAHS Head Coaches

Baseball	17	\$3,383.00	\$3,468.00	\$3,553.00
Basketball - Boys	21	\$4,179.00	\$4,284.00	\$4,389.00
Basketball - Girls	21	\$4,179.00	\$4,284.00	\$4,389.00
Cross Country	11.4 *	\$2,450.00	\$2,450.00	\$2,450.00
Field Hockey	16	\$3,184.00	16.5 \$3,366.00	\$3,448.50
Football	24	\$4,776.00	\$4,896.00	\$5,016.00
Golf	10.8	\$2,149.20	\$2,203.20	\$2,257.20
Soccer - Boys	16.5	\$3,283.50	\$3,366.00	\$3,448.50
Soccer - Girls	16.5	\$3,283.50	\$3,366.00	\$3,448.50
Softball	17	\$3,383.00	\$3,468.00	\$3,553.00
Swimming – Boys	17	\$3,383.00	\$3,468.00	\$3,553.00
Swimming - Girls	17	\$3,383.00	\$3,468.00	\$3,553.00
Tennis - Boys	11.6	\$2,308.40	\$2,366.40	\$2,424.40
Tennis - Girls	11.6	\$2,308.40	\$2,366.40	\$2,424.40
Track- Boys	18	\$3,582.00	\$3,672.00	\$3,762.00
Track - Girls	18	\$3,582.00	\$3,672.00	\$3,762.00
Wrestling	20	\$3,980.00	\$4,080.00	\$4,180.00
Total		\$56,777.00	\$58,244.00	\$59,611.50

Position	Points	Factor 2007-2008	Factor 2008-2009	Factor 2009-2010
		\$199.00	\$204.00	\$209.00

BAHS Assistant Coaches

Baseball	10.5	\$2,089.50	\$2,142.00	\$2,194.50
Basketball - Boys	12.3	\$2,447.70	\$2,509.20	\$2,570.70
Basketball - Girls	12.3	\$2,447.70	\$2,509.20	\$2,570.70
Basketball - Grade 9 Boys	10.1	\$2,009.90	\$2,060.40	\$2,110.90
Basketball - Grade 9 Girls	10.1	\$2,009.90	\$2,060.40	\$2,110.90
Cross Country	6.1	\$1,213.90	\$1,244.40	\$1,274.90
Field Hockey	9.6	\$1,910.40	10 \$2,040.00	\$2,090.00
Field Hockey - Grade 9	7.8	\$1,552.20	\$1,591.20	\$1,630.20
Football (2 positions)	14.4	\$2,865.60	\$2,937.60	\$3,009.60
Football Freshmen	11.4	\$2,268.60	\$2,325.60	\$2,382.60
Soccer - Boys	10	\$1,990.00	\$2,040.00	\$2,090.00
Soccer - Girls	10	\$1,990.00	\$2,040.00	\$2,090.00
Softball	10.5	\$2,089.50	\$2,142.00	\$2,194.50
Track	10.8	\$2,149.20	\$2,203.20	\$2,257.20
Wrestling	12	\$2,388.00	\$2,448.00	\$2,508.00

Game Director

Fall	\$2,500.00	12.56	\$2,562.24	\$2,625.04
Winter	\$2,500.00	12.56	\$2,562.24	\$2,625.04
Spring	\$2,000.00	10.05	\$2,050.20	\$2,100.45

Total	\$41,287.70		\$42,405.48	\$43,444.83
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Position	Points	Factor 2007-2008	Factor 2008-2009	Factor 2009-2010
		\$199.00	\$204.00	\$209.00

THMS Coaches

Baseball	8.5	\$1,691.50	\$1,734.00	\$1,776.50
Basketball - Grade 8 Boys	10	\$1,990.00	\$2,040.00	\$2,090.00
Basketball - Grade 8 Girls	10	\$1,990.00	\$2,040.00	\$2,090.00
Basketball – Gr. 6/7 Boys	10	\$1,990.00	\$2,040.00	\$2,090.00
Basketball - Gr. 6/7 Girls	10	\$1,990.00	\$2,040.00	\$2,090.00
Cross Country	4.95	\$985.05	\$1,009.80	\$1,034.55
Field Hockey	8	\$1,592.00	8.25 \$1,683.00	\$1,724.25
Football	12	\$2,388.00	\$2,448.00	\$2,508.00
Intramurals	6.7	\$1,333.30	\$1,366.80	\$1,400.30
Soccer - Boys	8.25	\$1,641.75	\$1,683.00	\$1,724.25
Soccer - Girls	8.25	\$1,641.75	\$1,683.00	\$1,724.25
Softball	8.5	\$1,691.50	\$1,734.00	\$1,776.50
Track - Boys	9	\$1,791.00	\$1,836.00	\$1,881.00
Track - Girls	9	\$1,791.00	\$1,836.00	\$1,881.00
Wrestling	10	\$1,990.00	\$2,040.00	\$2,090.00

THMS Assistant Coaches

Field Hockey	6	\$1,194.00	\$1,224.00	\$1,254.00
Football	7.2	\$1,432.80	\$1,468.80	\$1,504.80
Soccer - Boys	4.95	\$985.05	6 \$1,224.00	\$1,254.00
Soccer - Girls	4.95	\$985.05	6 \$1,224.00	\$1,254.00
Wrestling	6	\$1,194.00	\$1,224.00	\$1,254.00

THMS Activities Director	21	\$4,179.00	\$4,284.00	\$4,389.00
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Total		\$36,466.75	\$37,862.40	\$38,790.40
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LONGEVITY STIPENDS

5 Years - \$150

10 Years - \$300