

COMPREHENSIVE CONTRACT

between

The Maine School Administrative District No. 56

EDUCATION ASSOCIATION

and

The Maine School Administrative District No. 56

BOARD OF DIRECTORS

for

the period from

September 1, 2007 through August 31, 2010

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ARTICLE 1

Association Recognition

The MSAD #56 Board of Directors, hereinafter referred to as the Board, hereby recognizes the MSAD #56 Education Association, hereinafter referred to as the Association, as the sole and exclusive bargaining agent for the certified professional employees in the employ of the Board in accordance with the Municipal Public Employees Labor Relations Act. Certified professional employees include teachers employed pursuant to Title 20-A, Section 13201 and other employees such as school nurses, guidance counselors, social workers, and librarians, but excluding employees employed less than six months, and temporary, seasonal and on-call employees. The Superintendent, Principals, Guidance Director, Dean of Students, Curriculum Coordinator and Special Services Director are excluded from the bargaining unit.

ARTICLE 2

Management Rights

- A. Except as expressly provided otherwise by the Agreement, the determination and administration of school policy, the operation of the schools and the direction of employees, are vested exclusively in the MSAD #56 Board of Directors. The Board retain(s) all rights and powers that it has or may hereafter be granted by law and may exercise the same.
- B. Any action occurring before the date of this agreement shall not be subject to the grievance procedure.
- C. Staff Reduction

In the event it becomes necessary, as determined by the Board, to reduce the number of staff members, the Board will base its decision on the following procedure:

1. Position Elimination

- a. If the Board is contemplating the elimination of any bargaining unit positions, the Board or its designee will meet and consult with the Association upon written 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. Order of Layoff

When the Board determines that a reduction in force is necessary, it shall consider the relative qualifications and abilities of all teachers within the specific impact area in

which the reduction occurs. The Board shall have the sole determination of which impact area shall be affected by a reduction.

3. Impact Areas

- a. Impact areas are K-6 and 7-12 with reassignment only if certified.
- b. Pre-K - 12 by specialty subjects (art, music, physical education, speech, special education, reading specialist, librarian, guidance, nurse, etc.)
- c. An employee who teaches in a specialty subject and has taught in another impact area in MSAD #56 shall be placed in both impact areas.

4. Criteria for Selection

In considering the teachers within an impact area for loss of individual contracts, the criteria that the Board shall consider are certification, seniority, academic preparation (degree level, course work related to the impact area) and teaching experience in that order.

5. Seniority

Seniority shall be based upon continuous employment within MSAD #56 from the most recent date of hire. When two or more teachers have the same length of continuous service, the teacher with the greater length of total service with the unit shall be deemed to have the greater length of service.

6. Seniority List

The Superintendent shall annually post a seniority list by impact area. Teachers who teach in more than one impact area shall be listed within the impact area in which the teacher spends the majority of his/her teaching time. The list shall be posted in each building and a copy shall be provided to the Association no later than September 15 of the contract year. The Association must notify the Superintendent of any alleged discrepancies in the list not later than ten (10) days after receipt of the list, otherwise the list shall be deemed to be accurate.

7. Recall List

- a. The Superintendent shall notify the Association of all teachers who are to be laid off at the time notice is given to each teacher.
- b. The Superintendent shall establish a recall list by impact area of all continuing contract teachers who are on layoff status. The recall list shall be posted in each building and a copy shall be provided to the Association President.
- c. Teachers who teach in more than one impact area shall be listed within the impact area in which the teacher spends the majority of his/her teaching time.

8. Recall

- a. Continuing contract teachers shall remain on the recall list for a period of up to two (2) years from the date of severance or removed sooner if they have either refused an offer of an equivalent position from the Board or have signed a contract elsewhere for an equivalent position in their certified profession. It is the responsibility of the teacher to inform the Superintendent in writing of changes in job status and to furnish the Superintendent with a current mailing address.
- b. When a vacancy occurs within a specific impact area, those continuing contract teachers who have lost their position within a specific area shall be recalled in reverse order of layoff.
- c. When a vacancy occurs for the position which a continuing contract teacher is certified to teach but is outside the impact area of the position which the teacher held prior to the layoff, that continuing contract teacher shall be given first consideration for that specific position.
- d. All probationary teachers who are laid off in accordance with this provision shall be shall be given notice of any vacancy prior to filling the position. Notification of vacancies under this article shall continue for two (2) years from date of layoff or until the teacher has either refused an offer of an equivalent position from the Board or signed a contract elsewhere for an equivalent position. It is the responsibility of the teacher to inform the Superintendent in writing of changes in job status and to furnish the Superintendent with a current mailing address.

9. Other Considerations

- a. Continuing contract teachers whose positions have been terminated due to a reduction in force shall be entitled to no more than five (5) days of leave with pay for the purpose of seeking alternative employment.
- b. Any teacher who has lost his/her position as a result of a reduction in force, shall be entitled to continue his/her insurance coverage providing that he/she makes the entire payment for the plan he/she is enrolled in. Said payment must be made directly to the company providing the insurance.
- c. Unused accumulated sick leave, seniority credit and credits toward sabbatical eligibility benefits to which a teacher was entitled at the time of layoff shall be restored upon return to active employment.

ARTICLE 3

Association Rights

- A. The Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal operations and be at no expense to the Board. The rights to use school buildings

for meetings will be with the approval of the principal. Request for such use shall be made no less than two (2) school days in advance of such proposed use if possible.

- B. The Association shall have the right to use a portion of the bulletin board(s) in each faculty room to post official business.
- C. The Association shall have the right to file all grievances, as defined in this Agreement through their Professional Rights and Responsibilities Committee.
- D. The President of the Association or the President's designee may be granted five (5) days of leave to conduct Association business. Leaves under this section will be professional leave.

ARTICLE 4

Teacher Rights

- A. No continuing contract teacher shall be dismissed or non-renewed without just cause.
- B. No teacher shall be reprimanded or disciplined without just cause.
- C. By way of clarification this does not apply to the dismissal or non-renewal of a probationary teacher, nor does it apply to the decision to appoint or reappoint teachers to annual appointment to co-curricular activities.
- D. Whenever any teacher is required to appear before the Board in a formal disciplinary hearing which may adversely affect any term or condition of employment of that teacher, then he/she shall be given prior written notice of the reason for such meeting and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting.
- E. Any administrative leave for a teacher pending an investigation of charges or a conviction of a criminal offense will be with pay for a period of time not to exceed nine (9) months. If the teacher is dismissed by the Board prior to the conclusion of this nine (9) month period, the teacher's pay shall be terminated at the time of the dismissal.

ARTICLE 5

Teacher Assignments

- A. As soon as possible after teaching schedules are developed and building assignments made, and no later than August 15, teachers will be notified of their schedules or assignments.
- B. When an unusual change of assignment occurs after the close of school in June, the teacher shall be notified of said change as soon as possible.

- C. Teachers who are authorized to use their own automobiles for school business travel shall be reimbursed on the basis of actual mileage at a rate of \$.04 below the IRS rate, and that this rate be adjusted at the beginning of each contract year.
- D. All teachers, upon their absence, will be provided with a substitute teacher unless the building principal has exhausted all appropriate and available substitutes.

ARTICLE 6

Voluntary Transfers and Reassignments

- A. No later than three (3) weeks after issuance of contracts of each school year, the Superintendent shall deliver to the Association for posting in all school buildings, a list of all known and authorized vacancies at that time for the following school year.
- B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement with the Superintendent stating the type of assignment that would be of interest to them.

In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that in the opinion of the Superintendent such a transfer is in the best interest of the school district.

ARTICLE 7

Teacher Evaluation

- A.
 - 1. Observations of a teacher's classroom performance shall be conducted with full knowledge of the teacher. One formal observation must be completed at a mutually agreeable time.
 - 2. Teachers shall be given a copy of the evaluation policy of the Board (GCOA, Supervision and Evaluation of Professional Staff) and a copy of the forms to be utilized within two weeks of the opening of school.
 - 3. When evaluations are made of a teacher, a copy of such report shall be given to the teacher within ten (10) working days, except in extenuating circumstances.
- B.
 - 1. The teacher shall have the right to review the contents of his/her personnel file during normal business hours, and to make copies of any documents contained therein. The teacher shall be entitled to have a representative of the Association accompany him/her during such a review.

A teacher may request of the Superintendent that any negative material in his/her personnel file be removed after five (5) years. Removal of the material is at the sole discretion of the Superintendent.

2. All complaints regarding a teacher made to members of the administration by any parent, student, or other person shall be promptly investigated and called to the attention of the teacher. 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.

No complaint will be used in the evaluation or discipline of a teacher unless the complainant is identified at the time of the complaint and the allegation promptly investigated.

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

ARTICLE 8

Grievance Procedure

A. Definition

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application, excepting any provision which has been determined to be a matter of educational policy by a ruling from the MLRB or the courts.
2. A "teacher" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the teacher or teachers making the claim.
4. "Days" shall mean business days. Any deadline in this Article may be extended by mutual agreement of the Superintendent and the Association.

B. Informal Procedures

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it by discussing the matter with the appropriate administrator.
2. Time Limits
 - a. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of an aggrieved party to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver for such grievance and be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify or adjust the time requirements set forth herein.

- b. A grievance shall be deemed waived unless submitted in writing no later than thirty (30) days after the aggrieved party first knew of the events or conditions constituting the alleged grievance.

C. Formal Procedure

1. Level One ? Principal

- a. If an aggrieved party is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to his/her principal within the time limits of Section B 2. b above. After the receipt of the written grievance, either party may request to meet again to resolve the issue.
- b. The principal shall, within fourteen (14) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved party with a copy to the Chairperson of the Association's Professional Rights and Responsibilities Committee.

2. Level Two ? Superintendent of Schools

- a. If the aggrieved party is not satisfied with the disposition at level one, he/she shall submit the grievance in writing to the Superintendent within ten (10) days.
- b. The Superintendent shall, within fourteen (14) days of receipt of the grievance, conduct a meeting with the aggrieved party, a principal, and a representative of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within fourteen (14) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved party and to the Chairperson of the Association's Professional Rights and Responsibilities Committee.

3. Level Three ? Board

- a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, he/she shall, within five (5) days after the decision, file the grievance again with the Association's Professional Rights and Responsibilities Committee for appeal to the Board.
- b. The Association's Professional Rights and Responsibilities Committee may, if it deems the grievance meritorious, within five (5) days after receipt, refer the appeal to the Board.
- c. The Board shall, within fourteen (14) days after receipt of the appeal, meet with the aggrieved party and with representatives of the Association's Professional Rights and Responsibilities Committee for the purposes of reviewing the grievance.

- d. The Board shall, within seven (7) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved party with a copy to the Association's Professional Rights and Responsibilities Committee.

4. Level Four ? Impartial Arbitration

- a. If the Association determines that there is no satisfactory resolution to the grievance at Level Three, it may, within ten (10) days after the decision or within fifteen (15) days after the Board meeting, notify the Board that the grievance is being submitted to arbitration.
- b. The Chairperson of the Board and the President of the Association and/or respective designees shall within five (5) days following the notice referred to in paragraph "a" above, meet and 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 following the meeting, they shall immediately request the American Arbitration Association to assist in selecting an arbitrator. If the services of the American Arbitration Association are used, the parties agree to abide by the rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to make a decision that requires the commission of an act prohibited by law or which violates the agreement. The decision of the arbitrator shall be final and binding upon both parties subject to judicial review. The costs for the services of the arbitrator shall be borne equally by the Association and the Board.

5. Miscellaneous

- a. Each grievance shall be submitted in writing on a form approved by the Board and the Association. Such forms shall be available at the Office of the Superintendent of Schools.
- b. The Association may submit a grievance if the alleged complaint involves more than one school. The Grievance shall be submitted directly to the Superintendent.
- c. Each party will be responsible for its cost of arbitration.

ARTICLE 9

Faculty Meetings

Faculty meetings will be scheduled before the beginning of the school year with all activities involving faculty members being scheduled around such meetings. The principal will have the right to call other meetings of an emergency nature. All other faculty meetings will require a forty-eight (48) hour notice being given. Meetings shall not exceed eighty (80) minutes without mutual agreement.

ARTICLE 10

Non-Teaching Duties

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. It is agreed that educational technicians involved in non-teaching duties so that the number of teachers used for any duty is kept to a minimum. Duty assignments will be developed jointly by the administration and the staff no later than the end of the first week of school. Non-teaching duties for itinerant teachers or teachers who teach at more than one school will be assigned equitably with other staff in any one building or level.
- B. Recurring non-teaching duties, in addition to present practices, will be discussed and considered by the administrators and teachers involved prior to implementation.
- C. Teachers are guaranteed a consecutive thirty (30) minute duty free lunch.
- D. Each teacher, to the extent possible for coverage, shall be provided with at least three (3) forty (40) minute planning periods per five (5) day week.

ARTICLE 11

Short-Term Leave

A. Temporary Leave of Absence

Leaves of absence with pay may be granted at the discretion of the Superintendent. All leaves shall be requested in advance, except in cases of emergency, and shall not be deductible from sick leave. No such request will be granted on days prior to school vacations or legal holidays unless they are of a professional or an emergency nature.

B. Jury Duty

In the event that a teacher must perform jury duty, the difference between the per diem rate for said teachers and the amount received for jury duty shall be paid by the employer to said teacher provided that any such teacher who is released from jury duty more than two (2) hours before the end of his/her scheduled work day must return to his/her duties.

C. Sick Leave

1. All teachers shall be entitled to fifteen (15) days of leave with pay each year on account of personal illness.
2. Unused sick leave shall be accumulated from year to year to a maximum one hundred and fifty (150) days.
3. A doctor's certificate may be required after five (5) consecutive days of illness.
4. A teacher may use up to ten (10) sick days a year for care of a sick member of the immediate family when the teacher's presence is necessary for the care of the family member. Immediate family shall be defined as: spouse; child; parent; brother; sister;

grandparent; mother-in-law; father-in-law; domestic partner; or significant other as solely determined by the Superintendent.

5. The Board's obligation to pay sick leave shall not be cumulative with its obligation to provide Worker's Compensation benefits for teachers, and any teacher receiving Worker's Compensation for a cause attributable to his/her employment by the school district shall not also receive sick leave except that the Board shall pay the difference between Worker's Compensation benefits and net after tax take home pay until sick leave is exhausted. Any teacher who has received sick leave may be required by the Board to apply for Worker's Compensation and actively pursue a claim for the same or permit the Board to do so in his/her name and it may require that any such Worker's Compensation benefits received or to be received be assigned to the Board to the extent of any such overpayment of sick leave.
6. The Board agrees to maintain a sick leave bank under the following conditions:
 - a. Only teachers covered by this Agreement are eligible.
 - b. The sick leave bank shall be administered by the Sick Bank Committee. The Committee shall be comprised of the Superintendent, an administrator selected by the Superintendent, and a teacher selected by the Association. In the event that the Committee cannot agree as to the disposition of a sick leave bank request, the Superintendent shall make the final decision.
 - c. Participation in the sick leave bank shall be voluntary.
 - d. Each Sick Leave Bank participant will donate one (1) day of his/her sick leave to the bank at the beginning of each school year unless the maximum in section g. is reached. New teachers shall contribute a day to the bank during their first year of employment even though the maximum days has been reached.

Those teachers participating in the bank and who have received the maximum accumulation of one hundred fifty (150) days shall, in truth, have one hundred forty-nine (149) days of accumulation.

- e. To qualify for sick leave from the sick leave bank, the following conditions must be met:
 1. Use of the sick bank is limited to serious illness or disability.
 2. The bank may not be utilized until the teacher has exhausted his/her own personal sick leave.
 3. At the discretion of the Sick Bank Committee, a maximum of sixty-one (61) days each school year may be drawn from the bank by an individual. The actual number of days a member receives shall be decided on a case-by-case basis.
 4. Medical documentation satisfactory to the Sick Bank Committee of the need for sick bank leave.

- f. Members withdrawing sick leave from the bank are under no obligation to replace those days used except as a regular contributing member of the bank.
- g. The bank shall accumulate whole or partial sick leave days on an annual basis not to exceed a total of three hundred (300) days, excepting days that must be contributed by new teachers shall be added to the 300 maximum. When the bank reaches a level below one hundred (100) days during any given year, teachers will be assessed an additional day, providing all teachers have at least one day of accumulated sick leave.

D. Military Leave

Teachers who are members of the National Guard or the Reserves of the United States Armed Forces are entitled to take a military leave of absence from their respective duties, without loss of pay or time when engaged in military training not to exceed 17 calendar days in any calendar year, provided that the teachers have made a reasonable effort to perform their military training during the period when school is not in session.

E. Personal Leave

Each employee shall be entitled to up to three (3) days personal leave. Request of the appropriate supervisor shall be made at least three (3) days, or one week if possible, before taking such leave (except in emergencies). Leave under this section shall not be used for recreational purposes or to extend holidays or vacation periods with the following exceptions:

- 1. Teachers can take the day before or after a holiday or vacation as a personal day no more than once every four years.
- 2. No more than one teacher per building shall be approved for a particular day to extend a holiday or vacation period.

F. Bereavement Leave

- 1. In the event of death in the teacher's immediate family-spouse, children, parent, sister, brother, grandparent or others as approved after consultation with the Superintendent-the teacher shall be granted up to five (5) days leave of absence with full pay. Additional days may be granted at the discretion of the Superintendent.

ARTICLE 12

Long-Term Leave

A. Sabbatical Leave

- 1. Teachers who have completed seven (7) years of continuous professional service in the district shall be eligible for one (1) year sabbatical leave at one-half (½) salary and one-half (½) the cost of the entitled portion of the insurance of the teacher.

2. Teachers who take sabbatical leave shall again become eligible for sabbatical leave after completion of seven (7) additional years of professional service in the district after return from such leave.
3. Board approved leave shall not be deemed as an interruption of continuous professional services.
4. Only one (1) teacher may be permitted to be on sabbatical leave at any one time based on Board approval.
5. Any teacher who desires to apply for sabbatical leave shall submit such application by December 1 to the Superintendent in writing on such forms as the Superintendent may require.
6. In considering an application for sabbatical leave, the Superintendent shall apply the following criteria:
 - a. Benefit to the children of the district.
 - b. Years of service of the applicant.
 - c. Type of research or study planned.
 - d. Availability of a replacement.
7. The Superintendent shall make his/her recommendation to the Board that shall act thereon no later than the first regular Board meeting in April following the submission of the application.
8. A teacher granted sabbatical leave shall agree to serve in the District for two (2) years after completion of sabbatical leave or appropriately compensate the District for a specified amount, not to exceed the compensation (salary and insurance) provided during the sabbatical leave as determined by the Superintendent.
9. The teacher on sabbatical leave shall enter into a written individual contract regarding the terms of the leave in accordance with the terms of this agreement.
10. When the sabbatical leave is completed, the teacher shall submit a report of his/her research or study for the Board in such form as has been determined by the Superintendent

B. Leave of Absence Without Pay

A leave of absence without pay may be granted at the discretion of the Board.

C. Family and Medical Leave

MSAD #56 shall comply with all applicable provisions of the federal Family and Medical Leave Act of 1993 (FMLA), the Maine Family Medical Leave Law, and any other Board policies.

ARTICLE 13

Professional Growth Reimbursement

- A. In any twelve (12) month period, beginning July 1, each teacher shall be one hundred percent (100%) reimbursed, upon presentation of receipts, for tuition, not to exceed the total sum of the equivalent of nine (9) graduate level credits at the University of Maine, Orono campus, plus up to \$75.00 per course for books and/or fees.
- B. All courses shall be approved by the Superintendent prior to enrollment. The teacher must receive at least a grade of "B" before course reimbursement that will occur in September and February of that year. No payments shall be made to any teacher taking credits for initial certification or for renewal of conditional certification.
- C. A teacher may make arrangements at any accredited college or university and with the Superintendent for a procedure for third-party billing.
- D. If the Superintendent requires an employee to take a specific course to meet district standards, the costs (including books, fees, and tuition) shall be paid by the district. Notification of required courses shall be given as soon as possible. If an employee cannot attend the course at the time it is being offered, other arrangements shall be made with the Superintendent to complete the course. Required courses must be successfully completed by the employee.

ARTICLE 14

Insurance

The Board agrees to contribute the following for BC/BS Choice Plus or comparable Major Medical Coverage and to provide pre-tax deductions, under Chapter 125, for teachers paying a share of the coverage:

Coverage	% of cost 2007-08	% of cost 2008-09	% of cost 2009-10
Single membership	88%	88%	88%
Two person	85%	85%	85%
Adult/child(ren)	89%	89%	89%
Family	85%	85%	85%

If teachers choose to remain in the Standard Plan, they will be responsible for any additional premium costs over and above the cost of the Choice Plus plan.

Benefit eligibility:

1. Persons hired after July 1, 1993 as part time employees working less than half-time will receive no benefits.
2. Persons hired as part-time employees after July 1, 1993 working more than half-time, and persons who voluntarily request a reduction after July 1, 1993 from full-time to part-time status will receive 90% single insurance premium. for employees eligible to participate per insurance policy. Otherwise the benefits will be the same as all other agreements.
3. Determination of whether a part-time employee is half-time or more for purposes of benefit eligibility shall be based on comparison of the individual's workload to full-time teachers in the same school.

Effective January 1, 2000, the Board agrees to pay for health insurance coverage for domestic partners of eligible employees at the two-person rate above. Employees must meet the criteria for such coverage currently required by Blue Cross/Blue Shield and must have been in this relationship continuously for two (2) years or more. Any additional premiums associated with coverage of children or other dependents of domestic partners must be paid by the employee.

The Board reserves the right to select the carrier after consultation with the Association. Life insurance for teachers is not included in this Agreement.

4. The district will offer a cash payment of \$1,500 in lieu of an employee subscribing to a district health insurance plan. On an annual basis, in September, in order to take advantage of the \$1,500 cash in lieu of medical insurance, written proof of insurance must be presented to the Superintendent. Further, he/she must agree that he/she shall remain insured throughout that year.

ARTICLE 15

Dues Deduction

The Office of the Superintendent will deduct and forward the following:

1. MSAD #56 EA and MEA-NEA Dues
2. Credit Union Payments
3. Annuities, 403 (b)-7, or similar Tax Sheltered Accounts
4. Savings Bonds
5. Payroll Savings
6. Various insurances, such as BC/BS, Horace Mann, etc.
7. 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 reason of the Board's compliance or non-compliance with the terms of this Article.

8. The teacher shall have the responsibility to verify accuracy of information as it relates to Article XV and shall communicate to the Superintendent's Office in a timely manner, not to exceed thirty (30) days, regarding any errors or omissions.

ARTICLE 16

Teacher Work Year

- A. The length of the teacher work year shall extend seven (7) days beyond the student school year as required by Maine law. Teachers who are required to work beyond the one hundred eighty-two (182) days shall be compensated at the rate of 1/182 of their yearly rate of pay for each day worked. One in-service day at the start of the school year will be a building day. Teachers will use the afternoon of the last student day and the afternoon of the following in-service day to complete records.
- B. 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 for work outside the regular workday as follows:
 1. Curriculum development and/or assessment development ? Twenty-three (\$23) per hour.
 2. Certification support teams - Three hundred dollars (\$300) per person per support team.

It is mutually understood that the Superintendent reserves the right to determine the size of the committee, who serves on the committee and the maximum number of hours required of the members of the committee.

- C. The teacher calendar work year shall begin no earlier than ten (10) calendar days before Labor Day. The day before and after Thanksgiving, at least December 23 - January 1, all legal holidays, one week in February, and one week in April shall be considered non-teacher workdays in accordance with past practice.
- D. Teachers shall have the option, subject to the approval of the Superintendent, of fulfilling workshop requirements in the following manner:
 - 1) Attend regularly scheduled school calendar workshops, or
 - 2) Attend district approved non-calendar workshops, or
 - 3) Attend workshops relating to one's specific teaching responsibility at non-calendar times.

For each day of attendance at an approved non-district workshop, teachers shall be credited with one calendar day worked, up to three (3) calendar days a year.

The above options are not available to teachers receiving CEU, recertification, or university credits.

E. Teachers are generally expected to be present fifteen (15) minutes before and thirty (30) minutes after the school day to meet their professional obligations.

F. Two (2) Early Release days for K-12 and an additional day for K-5 shall be devoted to educational activities designed by the instructional staff.

ARTICLE 17

Co-curricular

A. All teachers shall be surveyed as to their interests and talents regarding activities to be offered to students. Said survey to be conducted in September and throughout the year as necessary.

B. All interested candidates, as determined by the survey, shall have the opportunity to be interviewed by the principal or his/her appointed assistant.

C. All candidates will be notified as to what person has been recommended by the principal to supervise the activity.

D. All contracts covering co-curricular activity will be issued on a yearly basis.

E. Any current supervisor of an activity who is to be replaced shall be granted an interview with the principal at which time reasons, in writing, will be given for the change.

F. Teachers within the district, who are qualified for co-curricular positions, will be given first consideration for positions.

Co-curricular Activities	% of Base Salary	Salary 07-08	Salary 08-09	Salary 09-10
Base Salary		28,305	29,225	30,175
Co-curricular Coordinator	8,232	8,500	8,776	9,061
Dramatics Director	10.0%	2,831	2,923	3,018
Varsity Girls Basketball Coach	10.0	2,831	2,923	3,018
Varsity Boys Basketball Coach	10.0	2,831	2,923	3,018
Varsity Girls Soccer Coach	9.0	2,547	2,630	2,716
Varsity Boys Soccer Coach	9.0	2,547	2,630	2,716
Varsity Cross Country Coach	9.0	2,547	2,630	2,716
J.V. Girls Basketball	9.0	2,547	2,630	2,716
J.V. Boys Basketball	9.0	2,547	2,630	2,716

Varsity Track	9.0	2,547	2,630	2,716
Varsity Softball Coach	9.0	2,547	2,630	2,716
Varsity Baseball Coach	9.0	2,547	2,630	2,716
PDC Chair	7.0	1,981	2,046	2,112
Staff Development Chair	7.0	1,981	2,046	2,112
Varsity Golf	6.0	1,698	1,754	1,811
Varsity High School Cheering Coach	6.0	1,698	1,754	1,811
Middle School Cheerleading Coach	6.0	1,698	1,754	1,811
J.V. Girls Softball Coach	6.0	1,698	1,754	1,811
J.V. Boys Baseball Coach	6.0	1,698	1,754	1,811
Middle School Boys Basketball Coach	6.0	1,698	1,754	1,811
Middle School Girls Basketball Coach	6.0	1,698	1,754	1,811
Division II MS Girls Basketball	6.0	1,698	1,754	1,811
Division II MS Boys Basketball	6.0	1,698	1,754	1,811
Middle School Softball Coach	6.0	1,698	1,754	1,811
Middle School Baseball Coach	6.0	1,698	1,754	1,811
Middle School Cross Country Coach	6.0	1,698	1,754	1,811
Middle School Boys Soccer	6.0	1,698	1,754	1,811
Middle School Girls Soccer	6.0	1,698	1,754	1,811
Band Director	5.0	1,415	1,461	1,509
Middle School Drama	4.0%	1,132	1,169	1,207
Elem. All District Theater	4.0%	1,132	1,169	1,207
Sr. Class Advisor	4.0	1,132	1,169	1,207
Jr. Class Advisor	4.0	1,132	1,169	1,207
High School Student Council Advisor	2.0	566	585	604
Middle School Student Council Advisor	2.0	566	585	604
National Honor Society (7-9)	2.0	566	585	604
National Honor Society (10-12)	2.0	566	585	604
Peer Helper Advisors	2.0	566	585	604
Yearbook Advisor	2.0	566	585	604

Middle School Yearbook	2.0	566	585	604
Viking Chronicle	2.0	566	585	604
Middle School Newsletter	2.0	566	585	604
Chess Team - High School	2.0	566	585	604

- G. Except as to the salary for the co-curricular positions set forth above, persons who hold these positions who are not teachers are not included in the bargaining unit and are not covered by the terms of this agreement.

ARTICLE 18

Salary Schedules

2007-2008					
STEP	B	B+15	M	M+15	CAS
0	28,305	28,805	29,805	30,305	31,305
1	29,190	29,690	30,690	31,190	32,190
2	30,075	30,575	31,575	32,075	33,075
3	30,960	31,460	32,460	32,960	33,960
4	31,844	32,344	33,344	33,844	34,844
5	32,729	33,229	34,229	34,729	35,729
6	33,614	34,114	35,114	35,614	36,614
7	34,499	34,999	35,999	36,499	37,499
8	35,384	35,884	36,884	37,384	38,384
9	36,269	36,769	37,769	38,269	39,269
10	37,153	37,653	38,653	39,153	40,153
11	38,038	38,538	39,538	40,038	41,038
12	38,923	39,423	40,423	40,923	41,923
13	39,808	40,308	41,308	41,808	42,808
14	40,693	41,193	42,193	42,693	43,693
15	41,578	42,078	43,078	43,578	44,578
16	42,463	42,963	43,963	44,463	45,463
17	43,347	43,847	44,847	45,347	46,347
18	44,232	44,732	45,732	46,232	47,232
19+	45,117	45,617	46,617	47,117	48,117

Teachers with 20+ years of service in this district will receive an additional \$500.00.

2008-2009					
STEP	B	B+15	M	M+15	CAS
0	29,225	29,725	30,725	31,225	32,225
1	30,138	30,638	31,638	32,138	33,138
2	31,052	31,552	32,552	33,052	34,052
3	31,966	32,466	33,466	33,966	34,966
4	32,879	33,379	34,379	34,879	35,879
5	33,793	34,293	35,293	35,793	36,793
6	34,707	35,207	36,207	36,707	37,707
7	35,620	36,120	37,120	37,620	38,620
8	36,534	37,034	38,034	38,534	39,534
9	37,447	37,947	38,947	39,447	40,447

10	38,361	38,861	39,861	40,361	41,361
11	39,275	39,775	40,775	41,275	42,275
12	40,188	40,688	41,688	42,188	43,188
13	41,102	41,602	42,602	43,102	44,102
14	42,015	42,515	43,515	44,015	45,015
15	42,929	43,429	44,429	44,929	45,929
16	43,843	44,343	45,343	45,843	46,843
17	44,756	45,256	46,256	46,756	47,756
18	45,670	46,170	47,170	47,670	48,670
19+	46,583	47,083	48,083	48,583	49,583

Teachers with 20+ years of service in this district will receive an additional \$1,000.00.

2009-2010					
STEP	B	B+15	M	M+15	CAS
0	30,175	30,675	31,675	32,175	33,175
1	31,118	31,618	32,618	33,118	34,118
2	32,061	32,561	33,561	34,061	35,061
3	33,005	33,505	34,505	35,005	36,005
4	33,948	34,448	35,448	35,948	36,948
5	34,891	35,391	36,391	36,891	37,891
6	35,834	36,334	37,334	37,834	38,834
7	36,778	37,278	38,278	38,778	39,778
8	37,721	38,221	39,221	39,721	40,721
9	38,664	39,164	40,164	40,664	41,664
10	39,608	40,108	41,108	41,608	42,608
11	40,551	41,051	42,051	42,551	43,551
12	41,494	41,994	42,994	43,494	44,494
13	42,438	42,938	43,938	44,438	45,438
14	43,381	43,881	44,881	45,381	46,381
15	44,324	44,824	45,824	46,324	47,324
16	45,268	45,768	46,768	47,268	48,268
17	46,211	46,711	47,711	48,211	49,211
18	47,154	47,654	48,654	49,154	50,154
19+	48,097	48,597	49,597	50,097	51,097

Teachers with 20+ years of service in this district will receive an additional \$1,000.00.

For placement on the B+15 column, all credits must be earned and credited toward a master's degree, except that any teacher placed on the B+33 column in the previous contract by August 31, 1999 shall be placed on the B+15 column.

For placement on the M+15 column, all credits must be earned and credited toward an advanced certificate or be for courses at the 500 level or above that could be credited toward an advanced

certificate or degree, except that any teacher placed on the M-33 column in the previous contract by August 31, 1999 shall be placed on the M+15 column.

ARTICLE 19

SMOKING

Current staff members who smoke will be reimbursed up to a total of \$250 for medically approved cessation programs.

ARTICLE 20

Retirement

Effective July 1, 2000, in recognition of their long service to the district, teachers retiring from teaching after twenty-five (25) years or more of continuous service in the district shall be paid \$100 per day or 50% of per diem pay, whichever is greater, for up to thirty (30) sick days that the teacher has accrued in excess of ninety (90) days.

ARTICLE 21

EMPLOYMENT OF MAINE STATE RETIREMENT SYSTEM RETIRED TEACHERS

1. Any Maine State Retirement System (MSRS) retired teacher, regardless of previous place of employment, who is employed as a teacher in MSAD #56 following his/her retirement will be considered a probationary teacher during the first two (2) years of his/her employment or re-employment.
2. MSRS retired teachers, who are hired by the Board, are eligible for fifteen (15) sick days per year. Unused sick days can be accrued. Retired teacher employees are not eligible to participate in the Sick Leave Bank. Accrued sick leave accumulated prior to retirement may not be carried forward upon re-employment in MSAD #56.
3. A teacher who has retired from MSAD #56 who is subsequently rehired will be considered a first-year teacher for the purpose of placement on the seniority list. If a reduction in force is necessary, at the Superintendent's discretion, re-employed retired teachers may be designated as the first employee(s) to have their contract terminated due to the reduction in force decision.
4. Retired teachers who are re-hired shall not be eligible for sabbatical leave.
5. Retired teachers who are employed by MSAD #56 will be placed at a step on the salary scale as determined by the Superintendent. In no case shall that salary be higher than the step corresponding with that teacher's years of experience.
6. A retired MSAD #56 teacher who is re-employed and who has previously received a payment for accrued unused sick leave, shall be ineligible for any additional such payments upon final cessation of employment.

7. Should the Board employ a retiree from the MSRS, or another state's teacher retirement system, the Superintendent may enter into an agreement with the individual which will allow the retiree to remain in the MSRS or other states' teacher health insurance plan. The district will reimburse the individual the difference between the contribution made by the State of Maine or other states' retirement system to a retiree's single subscriber health insurance plan and the benefit offered to a single subscriber within this agreement.

ARTICLE 22

Part-time Employees

Attendance at or participation in teacher related responsibilities outside of classroom instruction shall be pro-rated for part-time employees and shall be mutually agreed upon no later than the end of the first week of school between the employee and his/her supervisor.

ARTICLE 23

Duration of Agreement

- A. The Agreement shall be effective September 1, 2007 and shall continue until August 31, 2010.
- B. 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, but negotiations may be reopened by mutual agreement of both parties during the duration of this contract.
- C. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Chairperson and President, attested by their respective secretaries on June 29, 2007.

MSAD #56 Board of Directors

MSAD #56 Teachers' Association

BY _____
(Chairperson)

BY _____
(President)

BY _____
(Secretary)

BY _____
(Secretary)