

AGREEMENT

between the

EAST MILLINOCKET SCHOOL BOARD

and the

EAST MILLINOCKET TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 TO AUGUST 31, 2021

ARTICLE I – AGREEMENT

This agreement made and entered into this, May 21, 2018 by and between the East Millinocket School Board (hereinafter referred to as the "Board") and the East Millinocket Teachers Association (hereinafter referred to as the "Association").

ARTICLE II – PHILOSOPHY

The Board and the Teachers' Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the East Millinocket Schools the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and Teachers' Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and its professional staff.

ARTICLE III -- RECOGNITION

The East Millinocket School Board (hereafter the "Board") recognizes the East Millinocket Teachers Association (hereafter the "Association") as the sole and exclusive bargaining agent as defined in 26 M.R.S.A. Section 962, for the purposes of negotiating wages, hours, working conditions and contract grievance arbitration for a unit consisting of all professional teachers who have been employed for six months or more by the Board pursuant to 20-A M.R.S.A. Section 13201.

ARTICLE IV -- PRINCIPLES

- A. Professional Personnel: It is recognized that members of the professional staff are highly qualified teachers who aspire to lifelong learning, require specialized educational qualifications and that the success of the educational program in East Millinocket depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.
- B. Right to Join or Not Join: It is further recognized that teachers have the right to join, or not to join the Teachers' Unit, but membership shall not be a prerequisite for employment or continuation of employment to any employee.
- C. Rights of Minorities and Individuals: The legal rights inherent in the State of Maine Statutes and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this agreement.

ARTICLE V: AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Teachers' Association to reach mutual understandings regarding matters related to wages, hours, working conditions, and contract grievance arbitration. The Board and the Teachers' Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Millinocket Public School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities

ARTICLE VI: PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. **Negotiating Teams:** The Board or designated representatives of the Board will meet with representatives designated by the agent of the Teachers' Association for the purpose of collective negotiations (bargaining).
- B. **Opening Negotiations:**
1. The first meeting will be held no later than the second Monday of January preceding the expiration date of any agreement (contract) in which the Teachers' Association has an interest by virtue of the conditions of this document, unless both parties mutually agree on another date.
 2. The Teachers' Association shall bear the responsibility for bringing to the attention of the Board the need for such a meeting. All issues proposed for discussion shall be submitted in writing by the Teachers' Association to the Board or its delegated representative(s) at this first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties. At the second meeting, the Board or its delegated representative(s) will respond to the issues submitted by the Agent of the Teachers' Association and all additional issues which it wishes to negotiate.
- C. **Negotiating Procedures:** Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Teachers' Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in executive session, pursuant to State of Maine Municipal Public Employees Labor Relations Act, Chapter 9-A, Title 26 of M.R.S.A., in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require reaching an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held

at a time other than the regular school hours, unless mutually agreed upon to do otherwise.

- D. **Exchange of Information:** Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- E. **Consultants:** The parties may call upon consultants to assist in preparing for negotiations, and to advise them during their separate caucus conference sessions. The expense of such consultants shall be borne by the party requesting them.
- F. **Reaching Agreement:** When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Board and Teachers Association for ratification.

ARTICLE VII: IMPLEMENTATION AND AMENDMENT

This agreement shall become effective upon its ratification by the Teachers' Association and the Board. It may be amended by mutual consent of the majority of both parties.

ARTICLE VIII: DEFINITIONS

- A. **Board** - Whenever the term "Board" is used, it refers to the East Millinocket School Board and any of its designated representatives, by Board, individual member, or authorized agent whether or not a member.
- B. **Gender** - Whenever the masculine is used, it is to include the feminine, unless otherwise expressly provided or clearly indicated by context.
- C. **Number** - Whenever the singular is used, it is to include the plural unless otherwise provided or clearly indicated by context.
- D. **Principal** - Whenever the term "Principal" is used, it is to include the Administrator or his/her designee in any East Millinocket school.
- E. **School** - Whenever the term "School" is used, it is to include any work location or functional division.
- F. **Superintendent** - Whenever the term "Superintendent" is used, it shall include the Superintendent of Schools of East Millinocket or any other person whom the Superintendent or the Board specifically designates to act for him/her in any particular situation or class of situations.

- G. **Teacher** - Whenever the term "Teacher" is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to those in the bargaining unit; however, the word "teacher" shall not include: (1) evening school personnel while acting as such, (2) summer school personnel while acting as such, (3) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program or after school extra-curricular programs while acting as such. A "teacher" is any person in the unit covered by this agreement.
- H. **Days** - Days shall mean teacher work days, unless otherwise specified in this agreement.
- I. **Seniority** - The quality or state of being senior; a privileged status attained by length of continuous service in East Millinocket.
- J. **Extra-Curricular Activities** - Extra-curricular activities are activities that involve student selection and participation in an organized group.
- K. **Grievance** – A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- L. **Aggrieved Party** – An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted.
- M. **Party in Interest** – A "party in interest" is the teacher or group of teachers who submits a grievance or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

ARTICLE IX: MANAGEMENT RIGHTS

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

ARTICLE X: GRIEVANCE PROCEDURES

- A. **PURPOSE:** It is the policy of the Board and the Teachers' Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents on a later grievance proceeding.
- B. **SUBMISSION OF GRIEVANCE:**

1. The aggrieved party must attempt to resolve the grievance informally during the twenty-five (25) day period specified in C-3 below.
2. Each grievance shall be submitted in writing, on a form approved by the Board and the Teachers' Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. A teacher, or group of teachers, may submit grievances which affect them personally and shall submit such grievance to the building principal.
5. The Teachers' Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

C. **Time Limits:**

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing by the parties in interest.
2. Between the end of the school year and the beginning of the next school year, the time limit set forth herein shall refer to the regular week days, Monday through Friday, except legal holidays.
3. Time is of the essence in the filing and processing of all grievances under this article. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. Failure by the District to adhere to the time requirements for processing/responding to a grievance shall permit the grievant to proceed to the next level of the grievance procedure. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein.

D. **Informal Procedure:**

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

E. **Formal Procedure:**

1. Level One - School 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 on a mutually agreed upon form to his/her principal or other designated administrator with jurisdiction there under. A grievance will be deemed waived unless submitted in writing twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievance.
- b. The principal or other designated administrator shall, within five (5) days after receipt of the written grievance, have rendered his/her decision and the reasons therefore in writing to the aggrieved party.
- c. Level One of the formal grievance procedure may be bypassed when the Superintendent is the "designated administrator" as described in subsection "a" above. In such instances the formal grievance procedure shall commence at Level Two.

2. Level Two - Superintendent of Schools

- a. If the aggrieved party is not satisfied with the resolution of the grievance at Level One, he/she may within five (5) days submit it to the Superintendent at Level Two.
- b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved party.

3. Level Three - School Board

- a. If the aggrieved party is not satisfied with the resolution of the grievance at Level Two, he/she may, within five (5) days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.
- b. The Board shall, meet with the aggrieved party at its next regularly scheduled Board meeting for the purpose of reviewing the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved party.

4. Level Four - Impartial Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days, submit the grievance to arbitration by so notifying the Board in writing.
- b. The Chairman of the Board and the aggrieved party shall, within ten (10) 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 ten (10) days, the American Arbitration Association shall immediately be called upon by the Association to propose a list of arbitrators. The arbitrator selected shall confer promptly with the representatives of the Board and the aggrieved party and shall review the record of the prior meetings and shall hold such hearings with the aggrieved party and Board as he shall deem requisite.
- c. The arbitrator shall, as soon as practicable after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make decisions which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the aggrieved party and shall be final and binding on the parties, subject to judicial review.
- d. The election to submit a grievance to arbitration shall automatically be a waiver by the grievant of all other remedies or forums which otherwise could be available until all remedies under this Article are exhausted.
- e. The costs for the services of the arbitrator shall be borne equally by the Board and the aggrieved party.

- F. **Rights of Teachers to Representation:** Any party in interest may be represented at Levels One, Two, Three, and Four of the formal grievance procedure by a person of his/her own choosing, except that a teacher may not be represented by any other teachers' association than the East Millinocket Teachers Association or its designee. When a teacher is not represented by the Association, the Association shall have the right to be represented by its designee who shall have the opportunity, at the conclusion of any meetings held under this procedure, to make an oral or written statement of the Association position. The Association shall have a period of twenty-four (24) hours from the end of any such meeting to submit its statement.
- G. **Group Grievance:** If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent with a copy to building principal(s) or other appropriate administrator(s) directly involved, 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.
- H. **Filing:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except that regular personnel documents shall be returned to the personnel file at the conclusion of the grievance process.
- I. **Forms:** Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made available to the Association so as to facilitate operation of the grievance procedure.

ARTICLE XI: NON-TEACHING DUTIES

- A. **Use of Automobile:**
1. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, with advanced approval of his or her principal.
 2. A teacher shall be compensated at the State of Maine rate per mile for the use of his/her automobile plus tolls.
- B. **Payment of Non – Teaching Duties:**
1. The Board will pay \$15.00 per hour for teachers assigned to chaperone dances, bus trips, and other school activities. Volunteers from all of the East Millinocket Staff will be requested, and assignments will be made by the High School Principal, who will have to consider the availability of

teachers during school hours, and if there is not a sufficient number of teachers volunteering, the principal may assign teachers or secure the services of individuals, other than teachers. The category of “other school activities” must be approved by the Board.

2. Any person currently being paid for an extra – curricular assignment will not be paid extra for the time involved in such activity.
 3. All overnight trips will be paid a flat fee of \$75.00. If teachers on the volunteer list are not available for assignment, all other members of the East Millinocket Staff will be notified, and volunteers will be requested. Assignments will be made by the High School Principal. If there are an insufficient number of teachers volunteering, the principal may assign or secure the services of individuals, other than teachers.
- C. No teacher will be paid for any time prior to the closing of the teacher’s school day.

ARTICLE XII – SALARIES

- A. **2018-2021 Salaries** –See attachment: Schedule A
- B. New teachers will be paid the same amount as teachers currently in the system with the same amount of training and experience.
- C. When a teacher has completed the following number of years of experience in East Millinocket, he/she will receive the following additional amounts of money:

Teachers hired prior to June 30, 2018:

- a) Completion of 15 years - - \$1000.00
- b) Completion of 20 years - - \$1000.00
- c) Completion of 25 years - - \$1000.00
- d) Completion of 30 years - - \$1000.00

Teachers hired after June 30, 2018:

- a) Completion of 15 years - - \$500.00
- b) Completion of 20 years - - \$500.00
- c) Completion of 25 years - - \$500.00
- d) Completion of 30 years - - \$500.00

- D. The Board reserves the right:

1. To assign duties other than those listed on appendix schedules attached.
 2. If a teacher hired prior to June 30, 2018 completes thirty graduate hours beyond the bachelor's degree, the teacher will be eligible for \$1,200 in addition to the bachelor's step. If a teacher hired prior to June 30, 2018 completes thirty graduate hours beyond the master's degree, the teacher will be eligible for \$2,400 in addition to the bachelor's step. Any teacher who earns a master's degree shall be eligible for \$2,000 in addition to the bachelor's step, and any teacher who earns a C.A.S. or second master's degree, shall be eligible for \$3,000 in addition to the bachelor's step.
 3. To withhold an increase in salary of any teacher whose performance has not been satisfactory.
 4. To grant increases for additional training or degrees in XII.A.2. if a written notice is submitted to the Superintendent of Schools by March 1, indicating 30 credit hours and/or advanced degree will be earned prior to the opening of school the following fall. The teacher must provide to the Superintendent, evidence of the additional credit hours and/or degree by August 31, in order to receive the additional salary defined in XII.A.2.
- E. The annual salaries of teachers shall be paid in twenty-six (26) equal installments. Payment will be made on Wednesday, if arrangements can be worked out satisfactorily with the Selectmen's Office, computer staffing facilities and local facilities.
1. A teacher may request that the salary which is due for July and August be paid in full the first pay period in July. Such request must be submitted to the Superintendent by May 1st.
 2. If arrangements can be made with the Selectmen's Office and a pay check is due on a school holiday, every reasonable attempt will be made to provide checks the day preceding the holiday.
 3. If arrangements can be made with the Selectmen's Office and a regular pay period falls during a vacation, every reasonable attempt will be made to either make available the pay check prior to the vacation, or have a double payment on the previous pay check.
- F. The Board agrees to use one-hundred ninety (190) days as the divisor in figuring teachers' daily rate of pay.
- G. Upon approval of the principal, superintendent and the EMSB, teachers may receive a stipend of an amount equal to or less than \$250.00 to offer independent study, specialized programs, or participate in afterschool remedial programs that offer direct services to students. The amount

allocated for these various stipends shall be limited to a grand total of no more than \$2,000.00 per school year and shall be budgeted accordingly.

- H. Any teacher who teaches a Concurrent Enrollment or Dual College Credit course through an affiliated, accredited collegiate institution will be paid \$500 per course, regardless of the funding source for the program.

ARTICLE XIII: EXTRA-CURRICULAR SALARIES

- A. The extra-curricular salaries of all teachers covered by this agreement are set forth in Schedule B which is attached hereto and made part hereof. (See attached: Schedule B). Extra-Curricular assignments shall be considered one-year appointments.

ARTICLE XIV: SICK LEAVE

- A. **Regular Sick Leave**

1. Teachers in East Millinocket will be granted fifteen (15) days sick leave per year, to be used for personal illness, or the short-term illness of a spouse, daughter or son, with no limitations on the number of days to be accumulated.
2. For all new teachers hired after September 1, 1998, fifteen (15) days sick leave per year will be granted for personal illness or the short-term illness of a spouse, daughter or son a maximum accumulation of one hundred and eighty (180) days.
3. A maximum of forty (40) hours in total will be allowed for serious illness of spouse, daughter, son, mother, father, step-mother, step-father, foster parents, mother-in-law, father-in-law, sister, brother, grandparents, brother-in-law, sister-in-law and grandchildren. State and Federal laws will be followed as it applies to FMLA.
4. In the event that a teacher qualifies for long-term disability benefits under the Maine Public Employees Retirement System, employment shall terminate as of the date he/she receives written notification of such qualification.
5. A teacher who uses fewer than five (5) sick days during the school year will be paid a bonus of fifty dollars (\$50) per day for each day (up to the five) that are unused. Professional, personal days and bereavement leave shall not be considered as an absence. This bonus shall be paid during the pay period immediately following the completion of the academic year.

- B. **Extended Sick Leave:** In the event that a teacher's accumulated sick leave has been used up, a request for an extension of sick leave may be made by the

teacher to the School Board, through the Superintendent of Schools. Such a request must include reasons, supported by a statement from the teacher's doctor that the time requested is necessary for the teacher's recuperation.

The number of days to be granted under this provision of the contract will be determined by the School Board.

ARTICLE XV: TEMPORARY LEAVES OF ABSENCE

- A. **Unrestricted Personal Days:** Teachers shall be entitled to two (2) personal days leave of absence without provision of a reason at full salary under the following conditions.
1. A five (5) day notice must be given to the Building Principal;
 2. Two or more teachers (at the principal's discretion) may be allowed personal leave at the same time if all other conditions are met.
 3. In the case of an emergency, the conditions will be waived.
- B. **Restricted Personal Days:** Teachers shall be entitled to one (1) personal day leave of absence with the condition that the teacher pays the cost of the substitute. Conditions 1 and 2 listed in Section A above will still apply.
- C. **Legal Proceeding Leave:** When a teacher is required by the School Department to attend any legal proceeding, the Board shall grant such leave without loss of pay.
- D. **Jury Duty:** The Board agrees to pay the difference between the daily jury rate and the teacher's regular daily rate of pay.
- E. **Bereavement**
1. Teachers will be granted a maximum of five (5) days in each case of the death of spouse, daughter, son, mother, father, or foster parents, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, step-mother, step-father, grandchildren, and grandparents.
 2. Teachers shall be granted a maximum of one (1) day per year or two (2) half days per year to attend a funeral of a relative not listed in section (E) above or that of a personal friend.
 3. In the event of the death of a teacher or student in the East Millinocket School Department, the building principal will determine the appropriate number of teachers to represent the School Department at the funeral. Preference shall be given to those teachers who may request to represent the school.

- F. **Other Temporary Leaves of Absence:** Other leaves of absence not covered may be granted at the discretion of the Board.

ARTICLE XVI: EXTENDED LEAVES OF ABSENCE

- A. **Military Leave:** A teacher will be granted an unpaid military leave of absence in accordance with state and federal law.
1. A teacher will be returned to the same assignment or to the most closely-related assignment available at the time of re-employment.
 2. No additional sick leave will be granted; however, any unused sick leave will be carried over when the person returns to the system.
- B. **Personal/Family Illness:** A leave of absence without pay up to one (1) year shall be granted to a teacher for personal illness or for the purpose of caring for a sick member of the teacher's immediate family. The request must be submitted in writing to the Superintendent and must involve one (1) school year. Intentions of returning for the following school year must be filed with the Superintendent by March 1.
1. All benefits to which a teacher was entitled at the time of the absence indicated above, will be restored upon return, except that no credit for experience on the salary schedule will be granted, nor will credit be given toward the fulfillment of the time requirements for issuance of a continuing contract, if a full year of absence is taken.
- C. **Adoption Leave:** A leave of absence without pay for up to one (1) year, inclusive of one (1) school year (September to June), may be granted to any teacher for the purpose of adopting a child, and when such leave time is required by law or the adoption agency.
1. The request must be submitted in writing to the School Board through the Superintendent of Schools. Intentions of returning for the following school year must be filed with the Superintendent of Schools by March 1.
 2. All benefits to which a teacher was entitled at the time of the leave of absence indicated above will be restored upon return, except that no credit for experience on the salary schedule will be granted, nor will credit be given toward the fulfillment of the time requirements for issuance of a continuing contract, if a full year of absence is taken.
- D. **Sabbatical Leave:** Sabbatical leave may be granted to a teacher for study related to her/his teaching field, or for travel, related to her/his teaching field,

or for other reasons of value to the school system, all subject to the approval of the Board and all subject to the following conditions:

1. Sabbatical leave may only be granted to a maximum of one (1) or more teachers at board discretion.
2. Notice of intent to apply for sabbatical leave must be received by the Office of the Superintendent in writing no later than December 15th of the school year preceding the year of such leave.
3. Within ten (10) days after the Board's decision, written notification shall be sent to the applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is denied.
4. The teacher requesting sabbatical leave must have completed at least seven consecutive full-time school years of service in the East Millinocket School System since her/his last prior sabbatical leave, if any.
5. A teacher on sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board at 50% of the salary rate which s/he would have received if s/he had remained actively employed by the Board.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which s/he would have attained had s/he remained actively employed in the system during the period of her/his absence.
7. Before receiving sabbatical leave under the provision of this Article, the teacher shall agree in writing with the Board that s/he will return to the East Millinocket School System for a period of not less than two (2) years, and also that, in the event of breach of such agreement, s/he will repay the Board all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two (2) year reemployment commitment.

- E. **Extended Bereavement:** In the event that a teacher exhausts his/her accumulated bereavement leave, in the case of a spouse, daughter, or son, a teacher may request an extension of bereavement leave through the Superintendent's Office. Such leave will be deducted from personal and sick leave respectively.

ARTICLE XVII: REIMBURSEMENT OF PROFESSIONAL CREDITS

- A. **Credits per Year:** A teacher may take up to **nine (9) credit hours** per year at the University of Maine rate per credit hour. Teachers matriculated in an approved advanced degree graduate program will be reimbursed up to 12 credit hours, provided all 12 credit hours are applied to the degree program. To receive reimbursement, the teacher must receive a grade of "B" or better. Payment will

be made in advance to the University for courses to be taken within one (1) budget year. If a course is subsidized by government or foundation sources, then the District shall only pay the difference between the cost of the course and the subsidy.

- B. **Course Approval:** All courses for which reimbursement is requested must be approved by the Superintendent prior to enrollment. The School Department will reimburse tuition, lab fees, and required texts for those courses that provide training and skills that provide significant benefit to the school department. Examples of this are courses that lead to additional certifications and endorsements or provide training in new or useful instructional techniques.

In the event that the Superintendent does not approve reimbursement for a particular course or program, the teacher may appeal that decision to the School Board. The decision of the Board will be final.

It is recognized that due to a previous requirement that teachers earn a master's degree, several teachers have already started work on a course of studies. Reimbursement will be provided for those teachers who have completed over half of their course of studies by the effective date of this contract. Reimbursement decisions for those having completed less than half of their course of studies will be based on the usefulness of the skills acquired and funding availability. A voucher or bill will be needed prior to any payments being made.

1. A grade report or transcript will be provided to the Superintendent's Office no later than thirty (30) days after course completion. If aforementioned mentioned documentation is not provided within the thirty (30) day time period, or if the teacher does not successfully complete the course(s), then the Board reserves the right to collect reimbursement through biweekly payroll deduction over a period of six (6) months.
 2. A teacher must sign a written agreement, prior to course enrollment, that he/she will reimburse the School Department if he/she does not pass the course.
- C. **Advanced Payments:** Advance payment will not be made for summer courses. Courses which are completed during the summer session will not be reimbursed if a teacher does not return to employment in the East Millinocket School System.
- D. **Summer Institutes:** Any teacher member who attends a Summer Institute during the summer of 2018-21 will receive payment of up to \$375.00 successful completion of the institute or courses. The Summer Institute allowance is \$75.00 per day up to a maximum of five (5) days for \$375.00. Attendance at a summer institute is subject to the superintendent's approval.

ARTICLE XVIII: BASIC HEALTH INSURANCE

1. **Basic Health Insurance:** The plan will be equivalent to all coverage and benefits of the Anthem Choice Plus Plan, said carrier to be determined by the School Board. Teachers may buy up to the Standard Plan.

There are four coverage levels offered in the insurance plan:

- a. Single Subscriber: Employee
 - b. Two-Adult: Employee plus Eligible Dependent (spouse or domestic partner)
 - c. Adult w/child(ren): Employee plus Eligible Dependents (children under the age of 26)
 - d. Family: Employee plus Two or More Eligible Dependents (adult and child(ren) under the age of 26)
2. **2018-20:** The School Board will pay 100% of a single subscriber insurance plan for all single subscribers. Teachers hired after September 1, 2008 may subscribe to additional coverage levels at the full expense of the employee.

The School Board will pay 77% of a Two-adult, Adult w/child or Family health insurance plan for those hired prior to September 1, 2008.

In the event of an insurance premium increase, the Board will pay either 100% or 77% of the insurance premium (depending on the plan), up to an 8% increase. Members will be responsible for 100% of the cost of the insurance premium above this 8% cap each year.

3. **2020-21:** The School Board will pay 100% of a single subscriber insurance plan for all single subscribers. The Board will pay 77% of a Two-adult or Adult w/child insurance plan for any teacher, and 77% of a Family insurance plan for teachers hired prior to September 1, 2008.

Teachers hired after September 1, 2008 may subscribe to the additional coverage of the Family insurance plan at the expense of the employee.

In the event of an insurance premium increase, the Board will pay either 100% or 77% of the insurance premium (depending on the plan), up to an 8% increase. Members will be responsible for 100% of the cost of the insurance premium above this 8% cap each year.

4. Any teacher who chooses to waive his/her health insurance for the contract year shall receive a \$3,000 waiver, to be paid to the teacher. If a teacher

receives coverage under the school department policy, he/she is not eligible for a waiver.

5. Whenever a teacher's family status changes; i.e., death, adoption, divorce, birth, etc., the Superintendent's Office will be notified within thirty (30) days of said change, so that proper reclassification forms may be completed.
 6. Any payment made in lieu of health insurance shall be considered compensation and subject to all appropriate deductions.
 7. The East Millinocket School Department agrees to provide the opportunity to participate in Section 125 Premium Only Plan for health insurance premiums.
 8. In the case of a teacher having a spouse who has full-time employment (30 hours per week or full-time salary position according to ACA-2018) and is eligible to receive an employer-sponsored health insurance plan, that spouse must enroll in his/her employer's health care plan, or make a choice about their health care coverage that is within compliance of current law. However, the School Board will allow any children of the teacher to enroll in the school plan at the 77% rate, with an annual 8% cap.
- B. **Insurance Description:** A description of the insurance coverage as provided under this article will be made available to all teachers prior to the beginning of the school year.
- C. A teacher hired prior to September 1, 1998 who has 25 years in the East Millinocket School System or 30 years or more teaching experience with 20 of those years in the East Millinocket School System may receive reimbursement up to an annual total of \$2,200 for a single subscriber Blue Cross/Blue Shield Health Insurance Plan or any equivalent plan upon retirement.

The reimbursement will be made semi-annually and will be calculated as follows:

Retiree's Current Plan Single Insurance Rate
Less: Current Percentage paid by state according to state law

1. Actual Retiree Cost for Insurance

The actual employee cost for the single subscriber insurance will be reimbursed up to the \$2,200.

2. Retirees currently covered under the East Millinocket School Department will maintain present benefit according to the contract in effect at the time of retirement. Calculation of insurance reimbursement for eligible employees

retired before 2001-2004 contract shall be as follows beginning September 1, 2001:

Current Plan Single Insurance Rate
Less: State share (current annual percentage)
Employee cost for insurance

Current Plan Single Insurance Rate
Less: Cost of Insurance in base year of contract employee retired under
Increase in Insurance Cost
Less: Current percentage times the increase
Increased cost to employee

Employee Cost for insurance
Less: 50% of the Increased Cost to Employee
Reimbursement to retiree

- E. For retired East Millinocket teachers receiving yearly board contributions to subsidize their MSRS teacher health insurance plan; upon being rehired, will receive cash in lieu of equal to the difference between the contribution made by the State of Maine's retirement plan, the yearly board contribution and the benefit offered to an individual subscriber up to the percentage covered by the board for non retired teachers for said year of the contract.
- F. The MEA Delta Dental Plan will be offered to employees as an option with the understanding that the employee will be responsible for the full premium of the policy. The board agrees to administer the sign up and payroll deductions through the superintendent's office.

ARTICLE XIX: Teachers' Rights

- A. **Review of File:** A teacher shall have the right, upon request, to review the material placed in his/her personnel file after employment in the East Millinocket School System.
- B. **Review of Material:** No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file, during his period of employment in East Millinocket, unless the teacher has had an opportunity to review the material. A teacher shall have the right to respond to or rebut such material in writing and have it attached to the file copy. No anonymous or unattributable material shall be placed at any time in an employee's personnel file.
- C. **Continuing Contract Teachers:** No teacher on a continuing contract shall be non-renewed or dismissed without just cause.

- D. **Reduction in Force Provision:** Whenever it becomes the intention of the administration of the East Millinocket School System to recommend to the Board the elimination of a teaching position, the administration will notify the teacher and the Association, in that order, of the intent, and will meet with the representative(s) of the Association to discuss the elimination of such position prior to final action being taken by the School Board. Whenever teaching positions are eliminated in East Millinocket, it will be the policy of the administration to retain those teachers, who by training, seniority, teacher effectiveness rating, and experience are the most capable of meeting student needs, in both the short and long run.

These criteria shall be given unweighted consideration in making retention decisions.

- E. **Suspension of a Teacher:** If a teacher is suspended by the Board of Education, an early hearing will be encouraged to determine reinstatement or to terminate employment. While awaiting this hearing date, the teacher's salary will be continued for a period of time up to thirty (30) days, but not beyond the hearing decision date.
- F. **Seniority:** Seniority is defined as the quality or state of being senior; a privileged status attained by length of continuous service in East Millinocket.

The East Millinocket Board of Education recognizes seniority as one of several factors, or standards, upon which a judgment or decision will be based as related to employment retention.

- G. **Recall Provision:** In the event of a reduction in force, the teacher(s) so affected will have the privilege of recall within two (2) years, to the teaching position, or similar position at grade level. This applies only to teachers who possess minimally the five-year provisional certificate and who are on a Continuing Contract.

ARTICLE XX: LENGTH OF TEACHER WORK YEAR

- A. **Length of Year:** The length of the school year for the teachers shall consist of:
1. Teach 175 days as required by law for students. The number of teaching days may be changed as a matter of educational policy, but its impact shall be negotiated.
 2. Five (5) days for all teachers for meetings and in-service education commensurate with the organization of the school calendar.
 3. Teachers guarantee to complete necessary work at the close of school.

ARTICLE XXI: TEACHING HOURS

- A. **Teacher Day:** The teachers' in-school hours shall start ten (10) minutes prior to the start of the student school day and end twenty-five (25) minutes after the end of the student school day. These 35 minutes are flexible and will be used to deal with duties and emergency supervision needs. Teachers will be provided with a 30-minute duty free lunch break.
- B. **Student Day:** The board shall set the length of the student day as a matter of policy, the impact of which shall be negotiated.
- C. **Professional Duties:** Teachers will be expected to fulfill all professional duties. (Examples: Parent-Teacher Conferences, student help, detention, etc.)
- D. **Early Dismissal:** On Fridays, on days preceding holidays, vacations, or workshop days, the teachers' day shall end at the close of the pupils' day. Principals may grant permission for early dismissals at their discretion.
- E. **Building Meetings**
 - 1. Building based teachers may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending faculty or other professional meetings called by the administrators on the average of one (1) day each week, but not to exceed thirty (30) days per year, unless it is an emergency. The administrator may set the beginning time of such meetings no later than 30 minutes after the student day. The meeting shall run for no more than sixty (60) minutes wherever possible. In cases of emergency, administrators may call meetings without being held to the above language.
 - 2. Whenever possible an agenda for any meetings shall be given to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

ARTICLE XXII: TEACHING ASSIGNMENTS

All teachers shall be given written notice of tentative class and/or subject assignments for the following year prior to the closing of school, if such assignment has been determined and adequate data is available for such determination.

ARTICLE XXIII: MISCELLANEOUS PROVISIONS

- A. **Use of Communication Systems:** The Association and bargaining unit employees shall have the right to use the Districts' communications systems and equipment when such equipment is not otherwise in use and is consistent with the Board's policy. Any charges incurred due to official association business will be paid for by the association. A check for this will be made out to the School Department and forwarded to the Office of the Superintendent.
- B. **Reopen Contract:** The contract may be reopened for negotiations at any time by mutual consent of both parties.
- C. **Posting of Teaching and Extra-Curricular Positions**
1. All new positions of employees covered by this contract or changes in extra-curricular positions will be pre-posted prior to filling the position.
 2. When school is in session, a notice shall be posted on the faculty bulletin board in each school when a vacancy becomes known, stating the position and the closing date for submission of applications, for five (5) working days prior to the posting of the position outside of the East Millinocket School System.
- D. **Involuntary Transfers and Reassignments:**
1. The Superintendent shall provide any teacher involuntarily transferred or reassigned specific reasons for the involuntary transfer or reassignment prior to the new assignment or transfer taking effect. The Superintendent shall also notify the Association of the involuntary transfer or reassignment in writing as soon as possible.
- E. **Filling Positions:** The Superintendent will at the beginning, middle and end of the school year, provide in writing the Teachers' Association with the following upon filling a vacant position:
1. Name of the teacher
 2. Years of experience
 3. Certification status
 4. Level of health insurance subscription
- F. **Certification Fees:** Upon receipt of a copy of the Teacher's recertification certificate, the board agrees to pay \$100 for the renewal of one certificate in the primary area of teaching.

ARTICLE XXIV: SAVINGS CLAUSE

If any provision of this agreement or any application thereof to any teacher or group of teachers is found contrary to law, then such provision of application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXV: RETIREMENT/PAID SICK LEAVE

A. Upon receipt of a statement of a teacher's intent to retire, the teacher will receive up to a maximum of \$2,000 for thirty (30) accumulated sick leave days.

1. The teacher must have taught in the East Millinocket School System for twenty (20) years.

If this language is found to be in anyway contradictory to the regulations of the Maine Public Employees Retirement System, then both parties agree to open the contract for the purposes of negotiating this provision.

B. Any continuing contract teacher who provides a written resignation for the purpose of retiring, shall receive a lump sum payment of \$2,000.00 payable on the last pay period of the year of retirement. This official resignation must be received by the superintendent by December 31st of the year prior to the teacher's official retirement year.

ARTICLE XXVI: DURATION OF AGREEMENT

The agreement shall be effective as of **September 1, 2018 through August 31, 2021.** This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. If the contract is signed after the effective date, teachers' wages and benefits will be adjusted retroactively. This will include, but is not limited to, wages to be paid to the teacher as well as step increments, education advancements, and teacher insurance payments that may be due to the school board.



President
East Millinocket Teachers' Association



Chairperson
East Millinocket School Board

5/30/18

Date

05/30/18

Date

**EAST MILLINOCKET SALARY SCHEDULE A
2018-2021**

Beginning teachers with no experience will be hired on Step 0 of the Schedule.

Steps	Years Experience	18-19	19-20	20-21
0	0	\$33,300.00	\$33,825.00	\$34,670.63
1	1+2	\$33,500.00	\$34,337.50	\$35,195.94
2	3+4	\$34,500.00	\$35,362.50	\$36,246.56
3	5+6	\$36,000.00	\$36,900.00	\$37,822.50
4	7+8	\$37,000.00	\$37,925.00	\$38,873.13
5	9	\$38,000.00	\$38,950.00	\$39,923.75
6	10	\$39,000.00	\$39,975.00	\$40,974.38
7	11+12	\$40,500.00	\$41,512.50	\$42,550.31
8	13+14	\$43,000.00	\$44,075.00	\$45,176.88
9	15+16	\$45,500.00	\$46,637.50	\$47,803.44
10	17+18	\$47,500.00	\$48,687.50	\$49,904.69
11	19	\$48,500.00	\$49,712.50	\$50,955.31
12	20	\$50,500.00	\$51,762.50	\$53,056.56
13	21	\$53,000.00	\$54,325.00	\$55,683.13
14	22-25	\$55,500.00	\$56,887.50	\$58,309.69
15	26+	\$56,500.00	\$57,912.50	\$59,360.31

Teachers hired prior to June 30, 2018, with a BS/BA + 30 will receive an additional \$1,200 added to the BS/BA amount on the step they are currently on. Teachers hired after June 30, 2018 will not receive an additional amount for a BS/BA + 30.

Teachers with an MS/MA will receive an additional \$2,000 added to the BS/BA amount on the step they are currently on.

Teachers hired prior to June 30, 2018, with an MS/MA + 30 will receive an additional \$2,400 added to the BS/BA amount on the step they are currently on. Teachers hired after June 30, 2018 will not receive an additional amount for an MS/MA + 30.

Teachers with a CAS/2 MS will receive an additional \$3,000 added to the BS/BA amount on the step they are currently on.

Teachers hired prior to June 30, 2018, will receive an additional longevity amount of \$1,000 after 15, 20, 25, and 30 years of service in the East Millinocket System.

Teachers hired after June 30, 2018, will receive an additional longevity amount of \$500 after 15, 20, 25, and 30 years of service in the East Millinocket System.

**EXTRA/CO-CURRICULAR COMPENSATION SCHEDULE B
2018-2021**

The following stipends are a fixed amount for the duration of the contract. Any additional Extra/Co-Curricular Compensation positions must be agreed to by the Board. The Board, Superintendent, and Teacher’s Association will agree as to what level the activity falls to using time and responsibility as primary factors. The Board agrees to negotiate any additional extra/co-curricular position’s salaries with the Teacher’s Association.

<u>Level 1 (\$2,200-3,200)</u>	<u>Amount</u>
Varsity Basketball	\$3,200.00
Varsity Soccer	\$2,900.00
Varsity Baseball/Softball	\$2,900.00
Varsity Tennis	\$2,700.00
Senior Class Advisor	\$2,200.00
Yearbook Advisor	\$2,200.00
JV Basketball	\$2,200.00

<u>Level 2 (\$1,200-2,199)</u>	<u>Amount</u>
Varsity Cheering (Comp/No Comp)	\$2,000/\$1,000
Student Council Advisor	\$1,500.00
Band	\$1,500.00
FCCLA	\$1,300.00
Senior Math League	\$1,300.00
National Honor Society	\$1,100.00

<u>Level 3 (\$0-1,099)</u>	<u>Amount</u>
Foreign Language Club	\$1,000.00
Chorus Accompanist	\$1,000.00
Outing Club	\$1,000.00
Drama	\$1,000.00
Tennis Assistant	\$ 300.00

Coaches of teams that participate in MPA sponsored tournaments will receive an additional 5% of their coaching salary for participation in each playoff round including byes. Advisors and others that assist in the activity of the team that has qualified for MPA sponsored tournaments will receive the same with the exception of byes.