

**AGREEMENT BETWEEN**  
**THE BOARD OF DIRECTORS OF MSAD NO. 6**  
**AND**  
**THE SACO VALLEY TEACHERS ASSOCIATION**

**2017 - 2020**

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## **PREAMBLE**

This agreement entered into this 12<sup>th</sup> day of **February 2018**, by and between the Board of Directors of MSAD No. 6 (hereinafter referred to as the "Board") and the Saco Valley Teachers Association (hereinafter referred to as the "Association").

## **ARTICLE I - RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive representative for the purpose of bargaining pursuant to 26 M.R.S.A. §962 for all elementary teachers, middle level teachers, secondary teachers, alternative education teachers, art teachers, ESL teachers, gifted & talented teachers, guidance counselors, IEP coordinators, industrial technology teachers, instructional coaches, library/media specialists, literacy teachers, music teachers, occupational therapists, physical education teachers, physical therapists, special education teachers, school nurses, in-district school psychologists, social workers, speech and language therapists, substance abuse counselors, and technology coaches when these employees have more than six months' service with the district. Excluded from the bargaining unit are all other employees of MSAD 6, including all temporary, seasonal, and on-call employees. As used in this agreement, the terms teacher and teachers refer to any or all of the members of the foregoing bargaining unit.

## **ARTICLE II - ADMINISTRATION OF THE AGREEMENT**

- (A) All meetings between the parties shall be regularly scheduled to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- (B) During the term of this agreement, except as to the negotiation of a successor agreement pursuant to 26 M.R.S.A. §965, the parties shall not request the right to renegotiate any of the provisions of this agreement nor be entitled to negotiate on any other item, except by mutual agreement. Nothing in this paragraph shall be construed as prohibiting the parties from meeting and consulting in accordance with 26 M.R.S.A. §965(1)(C), nor from mutually agreeing to negotiate on any item.
- (C) Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced in writing and signed by the Board and the Association.
- (D) All communications to the Board from the Association and its representatives relative to this agreement or any procedures under this agreement shall be directed to the superintendent as secretary to the Board with copies to board members at the option of the Association. All communications to the Association from the Board and its representatives relative to this agreement or any procedures under this agreement shall be directed to the President of the Association.
- (E) In the event someone other than the local Association is selected to represent a teacher or the Association in any matter covered by this agreement, then the Association, if it has knowledge of such representation, shall notify the superintendent in writing as soon as possible as to such representation. In the event someone other than the administration is selected to represent the

Board in any matter covered by this agreement, then the superintendent shall notify the Association in writing as soon as possible as to such representation.

- (F) Written policies of the Board relating to working conditions in effect on the date of this agreement shall not be changed without written notice to the Association. Nothing in this paragraph shall be construed as limiting the Board's right to make changes in its written policies nor to limit the Association's right to negotiate over the impact of any such changes on working conditions.

### **ARTICLE III - ASSOCIATION RIGHTS**

- (A) The Association and its representatives shall be permitted to use school buildings during non-school hours provided such use does not interfere with normal school district operations and subject to current Board policy.
- (B) A copy of new or revised policies will be made available to the Association president electronically on the official MSAD 6 website within ten (10) days of the adoption of such policies by the Board.

### **ARTICLE IV - RIGHTS OF BOARD**

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 teachers are vested exclusively in the Board. Nothing in this Article shall be construed as prohibiting the parties from meeting and consulting in accordance with 26 M.R.S.A. §965(1)(C).

### **ARTICLE V - TEACHER RIGHTS**

- (A) No teacher on continuing contract shall be dismissed or suffer non-renewal of contract without just cause. No teacher shall be disciplined, reprimanded, reduced in compensation, or demoted without just cause. Any such action asserted by the Board, or any agent, or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final. Just cause does not apply to the non-reappointment of or decision to terminate individual single-year agreements, such as extracurricular, co-curricular, and coaching positions.
- (B) A suspended teacher shall be paid until the teacher receives in writing a reason or reasons for the suspension.
- (C) The Association shall be given prompt written notice of the written reprimand, discharge, demotion, or suspension of any employee; however, the failure to provide such notice shall not invalidate the discipline and shall not be subject to arbitration.
- (D) Whenever an employee is called before an administrator, the superintendent, or the Board to discuss a matter which could lead to discipline, the employee shall receive prior written notice of the need to meet. Notice may be provided by email. Prior written notice shall not be required in

situations where the health or safety of staff or students is involved. The employee shall have the right to Association representation in any such meeting. If, during the course of a meeting, an administrator comes to believe that discipline could result, the administrator will inform the employee that he or she may have an Association representative.

- (E) Any employee discharged must be paid in full for all wages owed him or her by the Board on the next regular payday following the pay period in which the discharge occurs.

## **ARTICLE VI - PAY PLAN**

- (A) Teachers may elect to be paid their regular salary either in twenty-six (26) biweekly payments or on a biweekly basis over the length of the school year (normally 22 payments) provided that teachers electing to be paid over the course of the school year must notify the Business Office in writing on or before May 31 with respect to payments in the following school year. Teachers not giving such notice on or before May 31 will receive their pay in the following year in 26 biweekly payments. All teachers will arrange to have their salaries direct deposited to the teacher's designated banking institution.
- (B) Salaries shall be determined in accordance with the appendices attached hereto and made a part hereof.

## **ARTICLE VII - PAYROLL CHANGES**

Teachers may request payroll changes at any time during the year, provided that the request is submitted in writing to the Business Office at least two (2) weeks prior to its intended effective date. The Business Office will make reasonable accommodations for extenuating circumstances.

## **ARTICLE VIII - EXPERIENCE CREDIT**

- (A) Teachers employed by the district on the date of this agreement shall maintain the experience credit which had been granted as of such date and shall earn future experience credit in accordance with this policy.
- (B) After the date of this agreement, teachers shall be granted experience credit in this district, for salary purposes only, on the basis of one year credit for each year in which at least one hundred twenty (120) consecutive days of teaching or long term substituting has been performed.
- (C) In the rare instance that a qualified candidate with classroom teaching experience cannot be recruited to fill a vacancy and the administration wishes to place a candidate with or without classroom experience off scale:
1. The administration and the association will agree on placement on the salary scale.
  2. The employee may be placed on a step on the salary scale which exceeds the employee's teaching experience, but the employee shall not receive additional step increases until he or she has actually completed that number of years.

## **ARTICLE IX - PROFESSIONAL CREDITS AND ADVANCED DEGREES**

- (A) Teachers will be reimbursed up to 100% of the previous year's USM graduate rate for course work in an approved program leading to a master's degree or beyond in the teacher's content area or as otherwise approved by the Superintendent. The reimbursement rate for other pre-approved college and university courses will be up to \$250 per credit. The district will reimburse teachers for nine (9) credits per school year. Reimbursement must be submitted within three (3) years of course completion. Prior written approval from the Superintendent is required in order to receive course reimbursement.
- (B) To receive reimbursement, the teacher must complete the course(s) with the grade of B or Passing in a pass/fail course. A transcript will be presented at the time a request for reimbursement is made.
- (C) Credit reimbursement will be made at the end of October, March, and June for credits received by the end of the previous month for which proper request for reimbursement has been made in accordance with paragraphs A and B above. The teacher must be employed in the district at the time such credits are earned and payment is made. If the teacher leaves the employ of the district within two (2) years after completion of the course, the reimbursement will be deducted from the teacher's last paycheck(s).
- (D) Teachers who are currently employed and enrolled in a master's program outside of their content area and are able to submit a copy of the acceptance letter from the university/college dated prior to the actual date of signing of this agreement will be reimbursed up to 100% of the previous year's USM graduate rate for all courses leading to the completion of the program within three (3) years of the signing of this agreement.

## **ARTICLE X - COMPUTATION OF SALARY**

- (A) The Board and Association agree to salary scales detailed in Appendix A. All employees covered by this contract will be placed on the appropriate step of the salary scale.
- (B) Salary deductions for absences resulting in the loss of pay shall be 1/183 of the individual's annual salary for each day missed during the contract year.
- (C) If the district requires more than 183 work days, each teacher scheduled to work such days shall be paid 1/183 of their base salary for each day worked beyond 183 days.
- (D) Administration approved use of private vehicles for school department business shall be reimbursed at the rate of \$.32 per mile. In the case of automobiles used on a continuous and regular schedule, at the discretion of the superintendent, a total payment may be projected on the basis of an average weekly mileage.
- (E) In-service training may precede or follow opening of school for students.

(F) If a teacher anticipates cross movement on the salary scale, that teacher must notify the superintendent prior to February 1 that the teacher will be eligible for cross movement. No adjustments of salary will be made after October 1.

(G) National Board Certification Stipend:

Upon obtaining "National Board Certification", the teacher shall be paid in his/her regular paycheck an additional salary stipend equal to half the dollar difference between the Bachelor's and Master's salary column. This stipend shall be paid thereafter on an annual basis provided the teacher maintains this certification.

## **ARTICLE XI - BENEFITS**

(A) All employee benefits shall be pro-rated based on an employee's full time equivalent (FTE) status.

(B) Workers Compensation and Employer's Liability Insurance

1. All teachers shall be covered under both plans at district expense provided teachers comply with posted regulations regarding the reporting of an accident or an injury.

(C) District teachers are also eligible to participate in the following by payroll deductions at their own expense.

1. Payroll deductions will be made for any mutually agreed upon disability insurer provided there are at least five (5) subscribers to the insurer.
2. Group Life Insurance, Basic and Supplemental Plans Provided by MainePERS: Payroll deduction will be made for this insurance upon written request of the teacher and in compliance with MainePERS procedures.
3. Direct deposits are required and will be made to any financial institution.
4. The District will sponsor a tax sheltered 403(b) retirement plan (the "Plan") to which teachers may elect to contribute a portion of their salary on a pre-tax basis by providing the district with a properly executed salary deferral election form, subject to the rules and limitations imposed under the Plan and by the IRS. The teachers may choose to invest their contributions among any of the approved investment choices under the district's 403(b) plan. In addition, a group of five or more teachers may recommend to the district in writing that the district add additional approved 403(b) investment providers. The district, in its role as sponsor of the Plan, will maintain complete discretion on whether to add any such recommended 403(b) investment providers. The teachers will be responsible for any Plan fees imposed by the Plan's investment providers and service providers.



**(D) Health and Dental Insurance**

1. (a) Any employee currently participating in the MEA Benefits Trust health insurance plan and all new hires, may select either (1) MEA Benefits Trust Standard Plan, (2) MEA Benefits Trust Choice Plus Plan, or (3) MEA Benefits Trust Standard 500 Plan. The district will pay eighty percent (80%) of the Choice Plus Plan premium based on the participating teacher's eligibility and selected level of coverage for the duration of this contract. If the employee elects the Standard Plan coverage the district will contribute (80%) of the Choice Plus Plan premium towards the cost of the Standard Plan. If the employee elects the Standard 500 Plan coverage, the district will contribute 100% of the Standard 500 premium for single subscriber and 80% of other coverage levels.
- (b) The district will pay eighty-five percent (85%) of the MSMA Dental Insurance Trust Plan 2 (including Orthodontia) premium based on the participating teacher's eligibility and selected level of coverage.
2. Any medical health insurance plan purchased shall provide benefits equal to Blue Cross-Blue Shield UCR Major Medical (MEA Benefits Trust Standard Plan or MEA Benefits Trust Choice Plus Plan) as selected by the employee, and any dental insurance plan purchased shall provide benefits equal to MSMA Dental Insurance Trust Plan 2 (including Orthodontia).
3. The Board agrees to implement a Section 125 Premium Conversion Plan and a Reimbursement Account Program to allow teachers' contributions toward insurance premiums, unreimbursed medical and/or dependent care expenses to be paid on a pre-tax basis through salary reduction. Teachers who elect to participate in these programs must comply with all plan requirements. Teachers must pay all costs above the district's contribution.
4. When both husband and wife are teachers of the district, the district's contribution for medical health insurance and dental insurance shall be no more than the full two-person or family amounts, whichever may apply.
5. Before any change in insurance carrier is made by the district, a joint Board-Association committee will be given an opportunity to discuss, investigate and comment upon the proposed carrier and plan being offered. However, the final decision whether to change carriers or not remains with the Board.
6. During the term of this Agreement, either the Committee or the Association may reopen health insurance due to the implementation of the federal/state health insurance law.

- (E) Retirement Benefit.** Upon retirement, and collecting from the Maine Public Employees Retirement System, teachers shall receive forty-five dollars (\$45.00) per day for a maximum of

up to fifty percent (50%) of their unused accumulated sick leave. The stipend will not be paid to individual teachers retiring before their normal retirement age.

## **ARTICLE XII - NON-TEACHING DUTIES**

If teachers are assigned to chaperone more than three (3) activities during a school year, the fourth and each subsequent activity, if the teacher's reporting time is after 5 p.m., will be compensated at the rate of twenty dollars (\$20.00) per activity if the function lasts for three (3) hours or more, and at the rate of ten dollars (\$10.00) per activity if the activity lasts less than three (3) hours.

## **ARTICLE XIII - TEACHING HOURS AND TEACHING LOAD**

- (A) All teachers will have uninterrupted professional planning time which may include a balance among individual, team, and curriculum planning except in extenuating circumstances. Teachers may volunteer to give up their professional planning time.
- (B) Teaching personnel will be reimbursed at a rate of fifteen (\$15.00) dollars per hour for participation in IEP meetings after, or before, regular school hours in excess of five (5) IEP meetings.
- (C) Teachers shall have a duty-free lunch period of at least twenty (20) minutes each full student day except in cases of emergency. Emergencies shall include, but not be limited to, the supervision of children when the person customarily supervising those children is absent. This article does not limit the assignment of teachers to lunch or recess duties.
- (D) Compensation for District Committee Work

The district will compensate teachers who serve on the Certification Steering Committee and the District Curriculum Committee one hundred and twenty-five (\$125.00) dollars per day for work performed on days when school is not in session. It will also compensate teachers when school is not in session at the above rate per day for voluntary work requested by administration and/or the superintendent in the areas of curriculum, training, and committee work.

The district will also compensate the members of each district-wide committee which meets outside of school hours at the rate of \$15.00 per meeting. The Joint Advisory Committee will develop the list of district-wide committees to which this compensation arrangement will apply, and it will be the responsibility of each committee secretary to keep minutes and attendance of the meeting and forward them to the Superintendent's secretary for record of payment.

- (E) The parties acknowledge the benefit of planning time and agree to meet through the Joint Advisory Committee process to support planning time for instructional staff.

## **ARTICLE XIV - LEAVES**

### **(A) Sick Leave**

1. Fourteen (14) days' sick leave shall be granted each year for personal and immediate family illness, cumulative to one hundred fifty (150) days. "Immediate family" is defined as spouse, children, step-children, father, mother, father-in-law, mother-in-law, brother, sister, grandparent.
2. A physician's certificate of illness may be required when the teacher has three (3) or more days of consecutive absence. Such certification shall state the specific reasons for any absence.
3. Sick leave shall not be permitted for dental work of a non-emergency nature unless the dentist provides in advance a written statement saying that he cannot provide the service after or outside school hours.
4. Sick leave shall not be allowed for elective surgery and associated recuperative time.
5. Nothing in this article shall prevent the superintendent from investigating and requiring certification of illness in cases of suspected abuse of the leave privileges of this contract. Notification of suspected abuse shall be provided to the teacher in writing before initiation of any formal disciplinary action.
6. Nothing in this article shall prevent the superintendent from requiring an examination of a teacher by a physician selected by the superintendent from a list of three (3) names provided by the teacher from a list of physicians in Cumberland and York Counties for that specialty, which physician shall not be in the regular employ of either the district or the teacher. Such examination shall be limited to cases of prolonged or extraordinary illness and shall be at district expense and on district time.
7.
  - (a) In cases of injury covered under the district's worker's compensation insurance, a teacher will receive from his or her accumulated sick leave the difference between the amount of his net regular pay and the amount received as workers' compensation for lost earnings for periods when the teacher is receiving sick leave (as distinguished from medical expenses or estimates of possible future lost earnings for periods when sick leave is not being received). The difference shall be charged on a pro rata basis to the teacher's accumulated sick leave and shall cease when the teacher's sick leave is exhausted. A teacher shall refund to the Board any payments received in excess of those permitted herein.
  - (b) When notification is received by an injured teacher that an award of worker's compensation benefits for lost earnings has been approved, the teacher shall immediately advise the district business office of the amount of benefits approved.

(c) All work-related injuries must be reported, and all teachers must comply with Board policies and State regulations regarding the administration of the district's workers' compensation program. A teacher's failure to report an injury or comply with Board policy or State regulation may result in the delay or denial of benefits.

8. A teacher must be under contract and working at the time of illness to collect sick leave.

**(B) Personal Business Leave**

1. Subject to the following guidelines, personal business leaves will be granted to all employees for hardships or other pressing needs which require absence during scheduled work hours for the purpose of transacting or attending to personal or legal business or family matters. The following rules apply to such leave:

(a) Personal business leave will be granted for up to two (2) days per year for all bargaining unit employees.

(b) Employees shall be required to submit to their immediate administrator a request for approval of personal business leave, which approval will not unreasonably be withheld. Each employee's request shall state the reason(s) for such leave. The personal business leave days will only be granted for religious, legal, business, household or family matters which cannot be conducted at times other than scheduled working hours. Application for these days will be made at least three (3) days in advance to allow the administrator to make necessary arrangements. The superintendent may waive the three (3) days' notice at his/her discretion.

(c) Requests for personal business leave will not be granted to extend vacations or holidays, if the leave will be used for recreational or vacation-like purposes, or if the application does not state the reason(s) for such leave.

(d) Unused personal business leave days will be converted to sick days, which may be accumulated to 150 days consistent with Article XIV (A)(1). However, in no event shall any employee be permitted to accumulate in excess of 150 sick days.

**(C) Bereavement Leave**

1. Upon prior notice, up to four (4) days leave without loss of pay or accumulated sick leave shall be allowed for a death in the immediate family. Immediate family shall mean spouse, children, step-children, parents, siblings, parents-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren and anyone living in the teacher's household. A fifth day shall be allowed if travel of 400 miles or more one way is reasonably required.

2. Upon receipt of a written request for additional bereavement leave, the superintendent or his/her designee may grant up to two (2) additional bereavement leave days per year, which will be deducted from the teacher's accumulative sick leave. If no sick leave is available and, if granted, any additional bereavement leave shall be without pay. Under the discretion of the superintendent or his/her designee, management may elect to grant said additional days for:
  - (a) immediate family as defined under Section C (1); or
  - (b) other relatives not covered under the definition of "immediate family;" or
  - (c) a close friend; or
  - (d) employees having executor responsibilities.

**(D) Sabbatical Leave**

1. Not more than three (3) teachers per year, having served seven (7) years in the district, may be approved for sabbatical leave at half the teachers' present contract rate less extracurricular salary scale.
2. The district shall also pay for one-half (1/2) of the benefits.
3. Approved teachers shall sign an agreement obligating them to continue their employment for at least two (2) years following return from sabbatical leave and repay to the district pay and benefits received while on sabbatical leave should they terminate their employment short of two (2) years following their return.
4. The year of sabbatical leave shall not count as a year of experience.
5. Requests must be made in writing to the superintendent of schools no later than February 1 of the school year before the sabbatical. It is understood that granting of sabbatical leaves is at the discretion of the Board.
6. A teacher on sabbatical leave shall submit written quarterly reports to the superintendent. Upon return to the district, a final written report shall be submitted to the superintendent. When requested by the superintendent, a teacher returning from sabbatical also will make a brief oral presentation to the school board.

**(E) Child Care Leave**

Temporary unpaid leave for up to one (1) year may be granted to care for a newborn or a newly adopted child of preschool age. A request for child care leave must be made in writing to the superintendent at least sixty (60) days prior to commencement of the requested leave and shall require Board approval. The following conditions apply:

1. The Board may deny any leave that is not deemed to be in the best interest of MSAD 6 or if a suitable substitute cannot be found.
2. If approved, such leave shall be reasonably arranged with the superintendent so as to cause minimum disruption to the school system.
3. Only one (1) employee per family may be on child care leave at the same time.
4. Continuing contract teachers will be guaranteed the right of re-employment in the same or similar position, if available, and will retain all benefits to which he/she was entitled at the time such leave commenced. Probationary employees are not guaranteed employment or child care leave beyond the term of their probationary contract.
5. The employee may re-enter the system only at the beginning of the first, second, or third school trimester, unless otherwise approved by the Board. Such leave shall not extend into two school years.
6. In the interest of ensuring that adequate time is allowed for finding a substitute or replacement, employees on child care leave shall notify the superintendent of their intentions to return to work at least six (6) weeks prior to the end of their approved child care leave period.
7. An employee who fails to return to employment at the end of the leave period as specified herein or as otherwise approved by the Board shall forfeit all claims to a teaching position in MSAD 6 and be deemed to have resigned.
8. It is understood that child care leave under this section shall run concurrently with any state or federal family medical leave for which the employee is eligible.
9. Time spent on unpaid leaves of absence shall not count towards sabbatical leave eligibility, seniority, or credit on the salary scale.
10. While on child care leave, a teacher may continue to participate in the medical and dental insurance programs provided by the district at his/her own expense.

**(F) Other Leaves**

1. Leave for professional purposes such as conferences, observation or visitations may be granted by the superintendent in consultation with the teacher's supervising principal. Such leave shall be granted on a needs and benefits basis as perceived by the superintendent and principal and will not automatically be limited in number. A decision made at the discretion of the superintendent under this subparagraph shall be final and non-grievable.

2. Time necessary for appearance in legal proceedings connected with employee-employer labor relations shall be granted with pay. Such leave shall include, but not be limited to grievance procedures, unfair labor practices, mediation, fact findings, arbitrations and similar labor procedures. Such leave shall be limited to the president and/or grievance chairperson, and/or one person designated by the president of the Association.

Both the Board and the Association will limit the calling of witnesses to those who are necessary for the particular case and limit those to a reasonable number.

3. Time necessary for jury duty shall be granted. Teachers shall suffer no loss or interruption of salary while on jury duty. Compensation, other than mileage, paid to the teacher for days that school is in session shall be turned over to the district as reimbursement.
4. Situations not covered by this agreement shall be handled at the discretion of the superintendent or board and all decisions are final.

**(G) Catastrophic Medical Emergency-Chronic Illness Leave Plan**

1. A catastrophic medical emergency-chronic illness leave plan ("CME-CI") is to be jointly administered by the Board and/or its designee and representatives of the Association. All decisions for CME-CI leaves made by the Board and Association representatives are final and non-grievable.
2. Each teacher who wishes to become a member of the plan shall convert one day from his/her sick leave each year to CME-CI. An employee may withdraw CME-CI leave from the pool subject to the following terms and conditions:
  - (a) The employee has indicated a desire to participate by converting a day of accumulated sick leave to CME-CI.
    - (1) Once an employee has signed for CME-CI, he/she will automatically continue from year to year as a member of the plan until written notice is given to the business office by June 30 requesting that his/her name be withdrawn from the plan.
    - (2) A form will be provided to each teacher for new enrollment or withdrawal, to be returned by the end of the school year in June.
    - (3) New teachers will receive the form and explanation with their contract. They must submit the form within two weeks of the signing and dating of this contract.
  - (b) The CME-CI member must exhaust all annual and accumulated sick leave prior to withdrawals from the CME-CI leave pool.

- (c) The CME-CI member must be unable to return to suitable employment with the district because of a catastrophic medical emergency or a chronic illness.
  - (d) The employee must supply, in all cases, a physician's statement certifying his/her medical incapacitation and submit a form prepared by the Board and the Association to be completed by the physician which certifies that the incapacitation meets the definition and criteria of CME-CI.
3. CME-CI members using CME-CI leave from the plan will not have to replace these days except as a contributing member as indicated in #5 below.
4. Sick leave days converted to CME-CI leave may not be withdrawn if the member, at a later date, leaves the school system or wishes to withdraw membership.
5. A CME-CI member who uses the CME-CI leave plan must become a member the following year.
6. All applications for CME-CI leave must be submitted no later than the last teacher day of the school year. Each application must state that the employee seeking CME-CI leave consents to the release of the submitted medical information to the Board and Association representatives involved in making the eligibility determination.
7. Restrictions:
  - (a) Upon application and approval of the joint committee, a member may withdraw a maximum of forty-five (45) days from the pool, except that no CME-CI member may withdraw days from the pool in excess of the number produced by multiplying the number of years such member has been employed by the district times fourteen (14) when such resulting number is less than forty-five (45).
  - (b) Since the CME-CI leave is separate, more narrow in scope, and distinct from the sick leave benefits provided by statute and contract, the following definitions will prevail in the determination of granting or denying of leave under this section:
    - (1) **Catastrophic Medical Emergency:** A catastrophic medical emergency is one which is sudden and unforeseen, involves extraordinary or catastrophic injuries or illness, and requires immediate medical attention;
    - (2) **Chronic Illness:** A chronic illness is one in which bodily health impairment is constant and consistent and of long duration.
- (8) The number of days in the pool each year shall be the number of teachers who have converted a day of accumulated sick leave for that year.



Whenever, in any year, the total number of days of CME-CI leave in the pool has been depleted to ten (10), CME-CI members will be given the option of contributing one additional day. CME-CI leave can only be applied to an absence occurring in the same year the sick leave days were converted. Unused CME-CI leave days at the end of the school year are canceled and may not be carried forward from one year to the next.

## **ARTICLE XV - PERSONNEL FILES**

- (A) Upon one (1) business day request, a teacher shall have the right to review his or her personnel file and receive one (1) copy at the Board's expense. A teacher shall be entitled to have one (1) representative of the Association accompany him or her during such review.
- (B) A teacher shall have an opportunity to review and rebut any material placed in his/her personnel file derogatory to his/her conduct, service, character, or personality. All such material entered in a teacher's personnel file shall be dated when it enters the file and copied to the employee. Except in cases of incapacitation, it shall be the responsibility of the teacher to read, sign, and return a copy of the material to the district central office within five (5) days of his/her receipt of a copy of the material. Such signature in no way indicates agreement with the contents thereof. The teacher shall also have an opportunity to rebut such material and have his/her answer attached to the material by submitting such rebuttal to the district central office within twenty (20) days of his/her receipt of the copy of the material.
- (C) There shall only be one official personnel file which shall be maintained by the superintendent's office and which shall contain only information permitted by law.

## **ARTICLE XVI - COMPLAINTS**

Any formal written complaint, regarding a teacher made to any member of the administration by any parent, student or other person, which is used in any manner which could affect the employment of a teacher, shall be investigated within a reasonable time. If used in the teacher's evaluation, the complaint shall be reduced to writing and promptly called to the attention of the teacher. The teacher shall be given the opportunity to respond to and/or rebut such complaint within five (5) days of written notification of such complaint. In the event disciplinary action is taken, the source or sources of the complaints shall be identified. The teacher shall have the right to be represented by one (1) Association member or representative at any meeting or conference regarding such complaint.

## **ARTICLE XVII - WITHHOLDING SALARY INCREASES AND INCREMENTS**

- (A) Salary increases and salary increments are based on satisfactory evaluations and service with the district.
- (B) The Board reserves the right to withhold salary increases or increments from any teacher upon recommendation of the superintendent.

- (C) After a review of an improvement plan by the supervising administrator and upon recommendation of the superintendent to the Board, the superintendent shall provide written notice to the teacher of such recommendation, on or before April 1 of the school year preceding the year in which the salary increase or increment would take effect.
- (D) Within ten (10) days following the date of such notification, the teacher receiving the notice may request written reasons for the superintendent's recommendation and a meeting with the Board. The meeting shall be held within thirty (30) days of receipt of the teacher's request, and written reasons shall be provided to the teacher at least ten (10) days before the meeting.
- (E) Upon demonstrating satisfactory improvement, the teacher shall be restored to his or her proper step and increment status for the following school year.

### **ARTICLE XVIII - RESIGNATIONS**

- (A) Requests for formal release from contractual obligations shall be made in writing to the superintendent at least twenty-two (22) week days prior to the effective date of such resignation. The Board may withhold one (1) day's pay for each day less than twenty-two (22) week days' notice, each day's pay being 1/183 of the teacher's annual salary. A weekday is any day other than Saturday or Sunday.
- (B) The Superintendent is authorized to accept resignations.
- (C) Staff members who do not provide the requisite notice are advised that this may have a bearing on any professional references issued by the School District.
- (D) A teacher who fails to return to his or her duties within one (1) week of the expiration of authorized leave or a period of time when school is not in session, without the prior written consent of the superintendent, will be deemed to have abandoned his or her position and to have resigned. This provision does not authorize a teacher to return late to his or her duties after expiration of authorized leave or a period of time when school is not in session without possibly incurring penalties.

### **ARTICLE XIX - REDUCTION IN FORCE**

- (A) In the event it becomes necessary for the Board to eliminate a teaching position for any reason, the following procedures shall be followed:
  - 1. The teaching staff shall be divided into Impact Areas as follows: elementary teachers teaching grades Pre-K-5, middle school teachers teaching grades 6-8, and high school teachers teaching grades 9-12. High school teachers will be grouped by academic department. Specialists shall be grouped K-12, certificates permitting, and then divided according to their particular specialties.
  - 2. The Board, in its sole discretion, shall determine how many positions within each group must be eliminated.

3. The Board shall then consider only the following criteria in determining which teacher's contract to terminate within each group:
    - Length of service in the MSAD No. 6 school system.
    - Teacher Effectiveness Rating as determined by the MSAD No. 6 teacher evaluation system. [Performance, as determined by the applicable evaluation system for members of the bargaining unit who are not certified teachers.]
    - Total teaching experience.
    - Educational attainment and professional background.
    - Areas in which teachers are currently certified.
    - Leadership in co/extracurricular activities.
  4. Bearing in mind the best interests of the school system, the decision of the Board as to which teacher's position to terminate shall be final unless clearly arbitrary and capricious.
- (B) On or before October 1 of each year, the superintendent shall prepare a list of all teachers by impact area showing (1) length of service in the MSAD No. 6 school system and (2) total teaching experience.
- (C) The recall of any teacher under this article shall be handled in reverse order of layoff as determined under section A-3. The affected teacher shall have the right for a period of twenty-four (24) months from the effective date of contract termination to be notified in writing by certified mail of any available positions in that teacher's group as set forth in paragraph A-1 of this article, with such notice being mailed to the last address which the teacher has furnished to the superintendent's office. If the teacher does not accept the position within ten (10) calendar days after receipt of the notice, the teacher shall waive his or her right to the next person subject to recall and be eligible for the next available position. Refusal of any offer of less than full-time positions shall not affect the teacher's right to notice.
- (D) Any teacher on continuing contract who is notified of contract termination under this article shall be entitled to use up to five (5) days' sick leave to seek other employment during the school year in which the teacher is notified of contract termination.

## **ARTICLE XX - GRIEVANCE PROCEDURE**

- (A) The purpose of this procedure is to secure at the lowest possible level, solutions to the problems which from time to time may arise affecting the terms and conditions of employment of teachers within the limits of the agreement. Both parties agree that these proceedings will be kept as confidential as may be appropriate at all levels consistent with law.

(B) Definitions.

1. A grievance is a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.
2. The Agreement is the negotiated contract between the Association and the Board.
3. An aggrieved person is the teacher or teachers making the claim.
4. A party in interest is the teacher or teachers making the claim and any person who might be required to take action or against whom action might be taken at that level in order to resolve the claim.
5. Days shall mean working school days except that following the last student attendance day of any school year they shall mean weekdays, Monday through Friday, exclusive of legal holidays.
6. Administrator shall refer to all administrative personnel of MSAD No. 6, to include supervising principals, directors, and superintendents.
7. Association shall mean the Saco Valley Teachers Association.

(C) Informal Procedure.

The teacher with a grievance must first discuss the matter with his or her immediate supervisor with the object of solving the problem informally. Should the immediate supervisor not make himself/herself available at a mutually agreeable time within seven (7) days, the teacher may move to formal grievance procedures without discussing the matter informally.

(D) Formal Procedure.

1. Level One - Principal/Director
  - (a) If the aggrieved person is not satisfied with the outcome of the informal procedures, he or she may present his/her claim as a formal grievance in writing to his/her principal or director.
  - (b) A formal grievance procedure must be initiated within twenty-five (25) days of the event or condition that gave rise to the grievance originally or first reasonable knowledge of the grievant of the event that gave rise to the grievance. Time limits may be extended by agreement with the superintendent or chairperson of the Board.
  - (c) The principal or director shall, within twelve (12) days after the receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved person.

**2. Level Two - Superintendent**

- (a) If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within the prescribed time, he or she may file his/her written grievance appeal with the superintendent within five (5) days after signed receipt of the level one decision. In the event that the grievance is filed, the Association must forward to the superintendent the grievance and written statement(s) as to why the resolution is not satisfactory.**
- (b) The superintendent shall within twelve (12) days of receipt of the written referral meet with the aggrieved person and his or her representative at a mutually agreeable date and time.**
- (c) The superintendent shall within ten (10) days after the hearing render his or her decision and the reasons therefore in writing to all parties in interest.**

**3. Level Three - Board of Directors (Represented by the Negotiations Committee)**

- (a) If the aggrieved party is not satisfied with the disposition of the grievance at level two, or no decision has been rendered within the prescribed time, he or she may within five (5) days refer the appeal to the Board (Negotiations Committee) in writing.**
- (b) The Board, or appropriate committee thereof, shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved person and his or her representative, at the request of either party.**
- (c) The Board (Negotiations Committee) shall, within ten (10) days after the hearing, render its decision and the reasons therefore in writing to all parties in interest.**

**4. Level Four - Impartial Arbitration**

- (a) If the aggrieved person is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within the prescribed time, he or she may, within five (5) days, request in writing to the president of the Association that his or her grievance be submitted to arbitration.**
- (b) The Association, within ten (10) days after receipt of such request, if it formally determines that the grievance is meritorious and recommends such action, will submit the grievance to arbitration by so notifying the Board in writing through the chairperson of the Negotiations Committee and the superintendent.**
- (c) The superintendent and the president of the Association, or their designees, shall within ten (10) days after such written notice, endeavor to agree upon a**

mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association shall make written request within an additional ten (10) days to the American Arbitration Association to provide an arbitrator under its rules of procedures.

- (d) The arbitrator will hear the matter promptly and will render his or her decision in writing to all parties in interest not later than thirty (30) days from the close of the hearing. The arbitrator will set forth his or her findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject only to judicial review as provided by law.
- (e) The power of the arbitrator stems from this procedure, and his or her function is to interpret and apply the terms of the agreement and to pass upon alleged violations thereof. He or she shall have no power to add to, subtract from, or alter any of the terms of the agreement, nor shall he or she have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of the agreement.
- (f) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

**(E) Miscellaneous**

1. The aggrieved person is entitled to representation of his or her choosing at all levels of the procedure.
2. All parties in interest shall have the right to be present at all stages of the procedure, except that all meetings and hearings shall not be conducted in public unless required by law.
3. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.
4. Failure of the aggrieved person or the Association to take any action required by this grievance procedure within the specified time limits shall be deemed to be acceptance of the decision then in effect at such stage of the grievance procedure, and any right to pursue the grievance further shall be forfeited.
5. The Association, if it so desires, may call on the professional services of the Maine Education Association and the National Education Association for consultation and assistance. The Board also reserves the right to use the services of the Maine School Boards Association and the National School Boards Association if deemed necessary to do so.

6. If, in the judgment of the Association, a grievance affects a group or class of teachers, not under the jurisdiction of a single administrator, the Association may submit such grievance in writing to the superintendent at the informal level directly, and the processing of such grievance shall start at that point.
7. Forms for processing and filing grievances shall be prepared by the superintendent and the Association and attached to this agreement.
8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
9. Once a grievance has started under this agreement, the aggrieved person or Association shall not pursue that issue in any other forum until the grievance has been finally resolved.
10. A grievance may be filed under formal procedure at the first level of impact where a remedy or settlement can be obtained.
11. The time limits in this article may be extended by mutual agreement of the grievant and the appropriate administrator at any step of the grievance procedure. Any mutual agreement shall be confirmed in writing as soon as practicable.

#### **ARTICLE XXI - DUES DEDUCTION**

- (A) The district agrees to make payroll deductions for dues to the Association, the Maine Education Association and the National Education Association upon signed authorization by the teacher. Dues will be deducted from successive paychecks based on consolidated information provided by the Association. The Business Office will issue one check per pay period for all membership dues to the MEA.
- (B) Dues deduction shall continue automatically from year to year unless canceled in writing by the teacher. The Association will provide the District with a Dues Deduction Notice to be included in the first payroll in September.
- (C) The Association shall indemnify, defend and hold the Board harmless against suits against the Board or a member municipality on account of payroll deductions of said dues. The Association agrees to refund to the Board any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

#### **ARTICLE XXII - VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- (A) As soon as is practicable, the superintendent shall deliver to the SVTA president and each building representative a list of known teaching vacancies which shall occur during 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 on forms furnished by the superintendent, one copy of which shall be filed with the superintendent and one copy of which may be filed with the Association by the teacher if the teacher so elects. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.
- (C) As soon as practicable, the superintendent shall deliver to the SVTA president and each building representative a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- (D) Notice of an involuntary transfer or reassignment shall be discussed with teachers as soon as practicable, and, except in cases of emergency, not later than June 1 with respect to the following school year.

### **ARTICLE XXIII - DIFFERENTIAL POSITIONS**

Differential positions are defined as follows: (1) co/extracurricular positions; (2) department chairperson positions; (3) lead teacher positions; (4) clan leaders; (5) any District-wide committee assignments that will include special training funded by the District.

Publicizing the availability of differential positions and the procedures for applying for such positions shall be as follows: Because differential appointments are for no longer than one year, any teacher desiring appointment (including reappointment) to a differential position must submit an application each year. For extracurricular and other positions listed in Appendix B, any teacher desiring appointment or reappointment for the next year must submit an application by April 1 of any year. The superintendent shall cause notice of the April 1 application deadline to be posted by no later than March 15 of any year. For committee assignments that will include special training and district funding, the superintendent shall cause notice of the application deadline to be posted in each school as far in advance as practicable, ordinarily at least 30 calendar days before the final date when applications must be submitted and in no event less than 15 calendar days before such date except in emergency situations.

A copy of all notices shall be given to the president of the Association at the time of posting. Teachers who desire to apply for such positions shall submit their applications in writing to the superintendent within the time limits specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be retained for the school year applied for and shall be considered as application for any future vacancies in the position applied for occurring during that school year.

Vacancies occurring in positions after the deadlines set forth above shall be posted electronically as far in advance as practicable, with a copy of the notice being forwarded to the president of the Saco Valley Teachers Association at the time of such posting.



## **ARTICLE XXIV - JOINT ADVISORY COMMITTEE**

The Joint Advisory Committee shall be made up of one (1) school board member, two (2) administrators, the president of the Association or his or her designee, and seven (7) teachers appointed by the president of the Association. The Association shall endeavor to select one (1) teacher from each elementary school and two (2) from Bonny Eagle Middle School and two (2) from Bonny Eagle High School. Meeting schedules and agendas shall be mutually agreed upon by the president of the Association and the superintendent or their designees.

Distribution of written agendas to members of the committee and to the president of the Association shall fulfill any obligations of the school board to give notice to the Association of the matters set forth in such agendas. The purpose of the committee shall be to discuss and make advisory recommendations concerning matters of concern to the school district. Generally, there should be at least four (4) meetings each year.

## **ARTICLE XXV - HEALTH AND SAFETY**

- (A) The Association and the Board are committed to the health and safety of all employees. Unsafe conditions and acts must be treated seriously and resolved with a sense of urgency.
- (B) In order to address broad issues of concern regarding health and safety, the superintendent or his/her designee will meet and consult with the Association to review relevant policies and procedures regarding health, safety, and student discipline.
- (C) Employees will immediately report to their building level administrator any instances of threat, assault, or injury suffered by an employee. The building administrator will notify the employee of actions taken and planning for next steps. Employees will be notified of final actions taken against any student or employee to the extent permitted under state and federal laws.

## **ARTICLE XXVI - DURATION**

- (A) This Agreement shall become effective as of its signing for members of the bargaining unit and shall expire on August 31, 2020, except that the salary scales in Article X / Appendix A shall be retroactive to September 1, 2017, for bargaining unit members that are employed as of the execution date.
- (B) Should any part of this agreement be found to be unlawful, that part shall be void, but all other parts shall remain in effect.
- (C) Executed in duplicate.

SACO VALLEY TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

DIRECTORS OF MAINE SCHOOL  
ADMINISTRATIVE DISTRICT No. 6

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Chairperson, Negotiations Committee

**APPENDIX A**

**SALARY SCALES  
2017-2018**

<b>EXPERIENCE</b>	<b>BACHELOR'S SCALE</b>	<b>MASTER'S SCALE</b>	<b>*MASTER'S +30 SCALE</b>	<b>DOCTORATE SCALE</b>
0	\$37,500	\$40,500	\$43,000	\$45,000
1-3	\$39,750	\$42,750	\$45,250	\$47,750
4-6	\$41,350	\$45,350	\$47,850	\$50,350
7-9	\$44,650	\$48,650	\$51,150	\$53,650
10-12	\$47,750	\$50,750	\$53,250	\$55,750
13-15	\$50,750	\$53,750	\$56,250	\$58,750
16-18	\$53,750	\$56,750	\$59,250	\$61,750
19-21	\$55,250	\$58,250	\$60,750	\$63,250
22-24	\$56,750	\$59,750	\$62,250	\$64,750
25+	\$58,750	\$61,750	\$64,250	\$66,750

*\* Credits to be approved in advance by the Superintendent of Schools*

**SALARY SCALES  
2018-2019**

<b>EXPERIENCE</b>	<b>BACHELOR'S SCALE</b>	<b>MASTER'S SCALE</b>	<b>*MASTER'S +30 SCALE</b>	<b>DOCTORATE SCALE</b>
0	\$38,750	\$41,750	\$44,250	\$46,750
1-3	\$40,750	\$43,750	\$46,250	\$48,750
4-6	\$42,850	\$46,850	\$49,350	\$51,850
7-9	\$46,250	\$50,250	\$52,750	\$55,250
10-12	\$49,450	\$52,450	\$54,950	\$57,450
13-15	\$52,450	\$55,450	\$57,950	\$60,450
16-18	\$55,250	\$58,250	\$60,750	\$63,250
19-21	\$56,250	\$59,250	\$61,750	\$64,250
22-24	\$57,750	\$60,750	\$63,250	\$65,750
25+	\$59,850	\$62,850	\$65,350	\$67,850

*\* Credits to be approved in advance by the Superintendent of Schools*

**SALARY SCALES  
2019-2020**

<b>EXPERIENCE</b>	<b>BACHELOR'S SCALE</b>	<b>MASTER'S SCALE</b>	<b>*MASTER'S +30 SCALE</b>	<b>DOCTORATE SCALE</b>
0	\$40,000	\$43,000	\$45,500	\$48,000
1-3	\$41,750	\$44,750	\$47,250	\$49,750
4-6	\$44,250	\$48,250	\$50,750	\$53,250
7-9	\$47,750	\$51,750	\$54,250	\$56,750
10-12	\$51,250	\$54,250	\$56,750	\$59,250
13-15	\$54,250	\$57,250	\$59,750	\$62,250
16-18	\$56,750	\$59,750	\$62,250	\$64,750
19-21	\$57,250	\$60,250	\$62,750	\$65,250
22-24	\$58,750	\$61,750	\$64,250	\$66,750
25+	\$60,850	\$63,850	\$66,350	\$68,850

*\* Credits to be approved in advance by the Superintendent of Schools*

## **APPENDIX B** **STIPEND POSITIONS (GENERAL)**

Any stipend position in MSAD 6 will be brought to the School Board for approval and funding. Co/Extracurricular stipend positions must be added to the Extracurricular Assignment List attached to the Collective Bargaining Agreement between the MSAD 6 Board of Directors and SVTA upon approval of the School Board. The stipend committee shall consist of two (2) representatives from the Board's Negotiations Committee and two (2) representatives from SVTA. The stipend committee will meet yearly. During the year prior to negotiations, a full review of co/extracurricular stipend positions will be completed.

Anyone wishing to apply for any of these positions must obtain an application form from their Principal. If individuals would like to co-share one of these positions, please state on the application for consideration.

Regarding whether particular activities or sports will be offered, both parties (SVTA and MSAD 6 Board of Directors) agree that the number of participants in each activity should be based on a three-year average for participants. Review will be done annually by the athletic/activities directors and the supervising principals at the appropriate schools. The Board may, at its discretion, suspend an activity or sport due to lack of participation.

In this Appendix, "base" refers to the annual salary amount in Appendix A for less than one (1) year of experience for a Bachelor degree, and "appropriate base" refers to the amount for less than one (1) year of experience at the educational level attained.

It is the intent of the parties that this Appendix B shall have a reasonable degree of flexibility and that certain adjustments can be made in accordance with this paragraph in order to meet the needs of students from year to year. In the event a stipend position is not filled and the funds associated with that position are not being used, the stipend committee can request that the superintendent/business manager shift those unused funds to another existing stipend line to enable the district to employ an additional coach that may be needed to supervise/instruct students. For example, if there is low interest in girls' field hockey but high interest in girls' lacrosse in a given year and if the freshman girls' field hockey stipend is not being utilized, then the unused funds for that field hockey stipend could be utilized to bring in an assistant girls' lacrosse coach to meet student needs. Any adjustments/shifts made in accordance with this paragraph shall not operate to deprive any student of an equal opportunity to participate in an educational program or activity (including athletics) in violation of Title IX, shall not increase the total cost of Appendix B, shall not be used to increase any stipend figure listed below, and shall endure for that contract year only (i.e., it is understood adjustments/shifts made in one year are not precedent setting).

In the event more significant changes are necessary (increases or decreases to stipend amounts, changes that are anticipated to endure for longer than a single contract year, eliminating stipend positions), such changes will be discussed by the stipend committee and must be ratified by the Board and the Association. As set forth above, the creation of new stipend positions requires Board approval.

**\*\* The stipend amounts are not retroactive, and by agreement, adjustments will take effect commencing with the third trimester of the 2017-2018 school year, or the third payment of a full stipend.**

## SALARIES FOR INSTRUCTIONAL STIPEND POSITIONS

### Elementary Lead Teacher

Stipend of \$20.00 per student supervised and an additional \$50.00 per day when the principal is not in district and the Lead Teacher assumes full responsibility for the building.

### Middle School Clan/Teacher Leaders (Grades 6-8)

2.2% of the Clan/Teacher Leader's appropriate base per team member. Exploratory Clan/Teacher Leaders will receive 1.2% of the Clan/Teacher Leader's appropriate base per team member.

### High School Department Chairperson

5.5 % per position plus 1/2% of the Department Chairperson's appropriate base per teacher in his or her department.

### Positions with Additional Work Days

For each additional workday required, personnel in the following positions will be paid 1/183 of their annual salary as per their salary agreement:

High School Guidance Department  
Middle School Guidance Department  
Middle School Activities Director

### High School Class Advisors

The following total amounts are allocated by class:

Lead Class Advisor	\$2,000.00
Freshman	\$500.00
Sophomore	\$500.00
Junior	\$1,000.00
Senior	\$1,000.00

These total amounts may be divided among one or more staff members as determined by the superintendent based on the recommendation of the high school principal.

### Yearbook Production

When the yearbook production course is being taught, the stipend will be \$1,500.00. When the yearbook production course is not being taught, the stipend will be according to the chart below.

**STIPENDS FOR CO- AND EXTRACURRICULAR ASSIGNMENTS**

1. For the positions listed on the following charts, payment shall be in accordance with the three-step system based on years of experience.
2. People hired from outside the district shall be placed on the appropriate step based on their equivalent experience in other school systems.
3. The athletic/activities directors, through their principals, are charged with recommending to the Board new positions and the amounts of stipends for those positions.
4. When a sanctioned school activity advances to a SMAA or MPA postseason competition, the head advisor of the activity and any related activity (e.g., cheering) shall be compensated an additional 1% of the base.
5. In advisory positions where the responsibility is shared, the stipend is split evenly between the advisors. If/when the responsibility returns to one advisor, the stipend returns to the original amount, assigned to the position.
6. The Association recognizes that district employees who are not covered by this agreement may be hired to fill the following positions and will be paid at an hourly rate. The total payment in such cases will approximate the stipends set below but may not result in the exact payment given to employees covered by this agreement.
7. Additional assistant coach positions that are booster-funded may be established if authorized by the athletic/activities director. The booster compensation for these assistants shall not exceed the stipend compensation of the corresponding first team or JV coach found in this Appendix.

**BONNY EAGLE HIGH SCHOOL**

Position Name	2017- 2020		
	0-1 Years	2-3 Years	4+ Years
Baseball First Team	\$2,240.00	\$2,560.00	\$2,880.00
Baseball JV	\$2,280.00	\$3,200.00	\$3,520.00
Baseball V	\$3,845.00	\$4,165.00	\$4,485.00
Basketball Boys First Team	\$2,560.00	\$2,880.00	\$3,200.00
Basketball Boys JV	\$3,845.00	\$4,165.00	\$4,485.00
Basketball Boys V	\$5,125.00	\$5,445.00	\$5,765.00
Basketball Girls First Team	\$2,560.00	\$2,880.00	\$3,200.00
Basketball Girls JV	\$3,845.00	\$4,165.00	\$4,485.00
Basketball Girls V	\$5,125.00	\$5,445.00	\$5,765.00
Cheering, Fall JV	\$2,250.00	\$2,570.00	\$2,890.00

Cheering, Fall V	\$2,680.00	\$3,000.00	\$3,320.00
Cheering, Winter JV	\$2,875.00	\$3,195.00	\$3,515.00
Cheering, Winter V	\$3,726.00	\$4,046.00	\$4,366.00
Cross Country Boys	\$2,400.00	\$2,720.00	\$3,040.00
Cross Country Girls	\$2,400.00	\$2,720.00	\$3,040.00
Field Hockey First Team	\$2,080.00	\$2,400.00	\$2,720.00
Field Hockey JV	\$2,400.00	\$2,720.00	\$3,040.00
Field Hockey V	\$3,685.00	\$4,005.00	\$4,325.00
Football First Team (2 Positions)	\$2,080.00	\$2,400.00	\$2,720.00
Football JV	\$3,360.00	\$3,685.00	\$4,005.00
Football V	\$5,125.00	\$5,445.00	\$5,765.00
Football V Assistant	\$3,360.00	\$3,685.00	\$4,005.00
Golf	\$2,400.00	\$2,720.00	\$3,040.00
Ice Hockey	\$4,415.00	\$4,735.00	\$5,055.00
Ice Hockey Assistant	\$2,720.00	\$3,040.00	\$3,360.00
Lacrosse Boys JV	\$2,560.00	\$2,880.00	\$3,200.00
Lacrosse Boys V	\$3,685.00	\$4,005.00	\$4,325.00
Lacrosse Girls JV	\$2,560.00	\$2,880.00	\$3,200.00
Lacrosse Girls V	\$3,685.00	\$4,005.00	\$4,325.00
Soccer Boys First Team	\$1,920.00	\$2,240.00	\$2,560.00
Soccer Boys JV	\$2,560.00	\$2,880.00	\$3,200.00
Soccer Boys V	\$3,845.00	\$4,165.00	\$4,485.00
Soccer Girls First Team	\$1,920.00	\$2,240.00	\$2,560.00
Soccer Girls JV	\$2,560.00	\$2,880.00	\$3,200.00
Soccer Girls V	\$3,845.00	\$4,165.00	\$4,485.00
Softball First Team	\$2,240.00	\$2,560.00	\$2,880.00
Softball JV	\$2,880.00	\$3,200.00	\$3,520.00
Softball V	\$3,845.00	\$4,165.00	\$4,485.00
Swim Team	\$3,200.00	\$3,520.00	\$3,845.00
Swim Team Assistant	\$2,330.00	\$2,620.00	\$2,912.00
Tennis Boys	\$2,400.00	\$2,720.00	\$3,040.00
Tennis Girls	\$2,400.00	\$2,720.00	\$3,040.00
Track, Indoor Boys	\$3,520.00	\$3,845.00	\$4,165.00
Track, Indoor Boys Assistant	\$2,560.00	\$2,880.00	\$3,200.00
Track, Indoor Girls	\$3,520.00	\$3,845.00	\$4,165.00
Track, Indoor Girls Assistant	\$2,560.00	\$2,880.00	\$3,200.00
Track, Outdoor Boys	\$3,040.00	\$3,360.00	\$3,685.00
Track, Outdoor Boys Assistant	\$1,920.00	\$2,240.00	\$2,560.00
Track, Outdoor Girls	\$3,040.00	\$3,360.00	\$3,685.00
Track, Outdoor Girls Assistant	\$1,920.00	\$2,240.00	\$2,560.00
Volleyball Girls JV	\$2,400.00	\$2,720.00	\$3,040.00



Volleyball Girls V	\$3,685.00	\$4,005.00	\$4,325.00
Wrestling	\$4,965.00	\$5,285.00	\$5,605.00
Wrestling Assistant	\$3,845.00	\$4,165.00	\$4,485.00
Unified Basketball (2 Positions)	\$630 each	\$630 each	\$630 each
Band, Jazz	\$1,760.00	\$2,080.00	\$2,400.00
Band, Pep	\$1,280.00	\$1,600.00	\$1,920.00
BETV	\$2,400.00	\$2,720.00	\$3,040.00
Civil Rights Team	\$1,440.00	\$1,760.00	\$2,080.00
Model UN	\$1,440.00	\$1,760.00	\$2,080.00
Jazz Choir (Only if no class is offered.)	\$1,920.00	\$2,240.00	\$2,560.00
Junior Math Team	\$1,440.00	\$1,760.00	\$2,080.00
Key Club	\$1,760.00	\$2,080.00	\$2,400.00
Major Play Director, Fall	\$3,520.00	\$3,845.00	\$4,165.00
Major Play Director, Spring	\$3,520.00	\$3,845.00	\$4,165.00
Major Play Tech Director, Fall	\$523.00	\$523.00	\$523.00
Major Play Tech Assistant, Spring	\$523.00	\$523.00	\$523.00
Spring Musical (Possibility of 4 Positions)	\$525 each	\$525 each	\$525 each
National Honor Society	\$1,920.00	\$2,240.00	\$2,560.00
Natural Helpers	\$1,760.00	\$2,080.00	\$2,400.00
Newspaper	\$2,400.00	\$2,720.00	\$3,040.00
One Act Plays Director	\$2,240.00	\$2,560.00	\$2,880.00
One Act Plays Tech Director	\$523.00	\$523.00	\$523.00
Outing Club Advisor	\$1,880.00	\$2,200.00	\$2,520.00
Outing Club Assistant Advisor	\$1,570.00	\$1,890.00	\$2,210.00
Robotics	\$5,285.00	\$5,605.00	\$5,925.00
Robotics Assistant	\$3,845.00	\$4,165.00	\$4,485.00
Senior Math Team	\$1,440.00	\$1,760.00	\$2,080.00
Student Council	\$3,360.00	\$3,685.00	\$4,005.00
World Language Club (To be split between all Languages)	\$1,600.00	\$1,920.00	\$2,240.00
World Language Honor Society (To be split between all Languages)	\$1,600.00	\$1,920.00	\$2,240.00
Yearbook (Only if no class is offered.)	\$4,485.00	\$4,805.00	\$5,125.00
Business/Education Partnership Coordinator	\$2,090.00	\$2,090.00	\$2,090.00
Open Gym (Per Hour)	\$15/hour	\$15/hour	\$15/hour

**BONNY EAGLE MIDDLE SCHOOL**

Position Name	2017 - 2020		
	0-1 Years	2-3 Years	4+ Years
Activities Director	\$6,668.00	\$6,978.00	\$7,298.00

Baseball 7	\$1,920.00	\$2,240.00	\$2,560.00
Baseball 8	\$1,920.00	\$2,240.00	\$2,560.00
Basketball Boys 7	\$2,560.00	\$2,880.00	\$3,200.00
Basketball Boys 8	\$2,560.00	\$2,880.00	\$3,200.00
Basketball Girls 7	\$2,560.00	\$2,880.00	\$3,200.00
Basketball Girls 8	\$2,560.00	\$2,880.00	\$3,200.00
Cheering, Winter	\$1,920.00	\$2,240.00	\$2,560.00
Cross-Country	\$1,600.00	\$1,920.00	\$2,240.00
Cross-Country Assistant	\$1,440.00	\$1,760.00	\$2,080.00
Field Hockey 7	\$1,600.00	\$1,920.00	\$2,240.00
Field Hockey 8	\$1,600.00	\$1,920.00	\$2,240.00
Lacrosse Boys 7	\$1,920.00	\$2,240.00	\$2,560.00
Lacrosse Boys 8	\$1,920.00	\$2,240.00	\$2,560.00
Lacrosse Girls 7	\$1,920.00	\$2,240.00	\$2,560.00
Lacrosse Girls 8	\$1,920.00	\$2,240.00	\$2,560.00
Soccer Boys 7	\$1,600.00	\$1,920.00	\$2,240.00
Soccer Boys 8	\$1,600.00	\$1,920.00	\$2,240.00
Soccer Girls 7	\$1,600.00	\$1,920.00	\$2,240.00
Soccer Girls 8	\$1,600.00	\$1,920.00	\$2,240.00
Softball 7	\$1,920.00	\$2,240.00	\$2,560.00
Softball 8	\$1,920.00	\$2,240.00	\$2,560.00
Track, Indoor Boys	\$2,080.00	\$2,400.00	\$2,720.00
Track, Indoor Boys Assistant	\$1,920.00	\$2,240.00	\$2,560.00
Track, Indoor Girls	\$2,080.00	\$2,400.00	\$2,720.00
Track, Indoor Girls Assistant	\$1,920.00	\$2,240.00	\$2,560.00
Track, Outdoor Boys	\$1,920.00	\$2,240.00	\$2,560.00
Track, Outdoor Girls	\$1,920.00	\$2,240.00	\$2,560.00
Track, Outdoor Assistant	\$1,760.00	\$2,080.00	\$2,400.00
Wrestling	\$2,400.00	\$2,720.00	\$3,040.00
Wrestling Assistant	\$2,240.00	\$2,560.00	\$2,880.00
Community Service Club Advisor	\$1,280.00	\$1,600.00	\$1,920.00
Drama Club Coach	\$2,080.00	\$2,400.00	\$2,720.00
Drama Club Assistant Coach	\$1,920.00	\$2,240.00	\$2,560.00
History Day Advisor	\$2,560.00	\$2,880.00	\$3,200.00
Jazz Band Director	\$1,440.00	\$1,760.00	\$2,080.00
Math Team	\$1,600.00	\$1,920.00	\$2,240.00
Musical Director, Accompaniment	\$523.00	\$523.00	\$523.00
Newspaper	\$1,920.00	\$2,240.00	\$2,560.00
Student Council 6	\$1,602.00	\$1,922.00	\$2,242.00
Student Council 7/8	\$1,760.00	\$2,080.00	\$2,400.00
Yearbook	\$2,400.00	\$2,720.00	\$3,040.00

Pathfinder Program Director	\$1,570.00	\$1,570.00	\$1,570.00
Pathfinder Assistant Director	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Fall Boys Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Fall Boys Trip Assistant Leader (2-3) 520	\$520 each	\$520 each	\$520 each
Pathfinder Fall Girls Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Fall Girls Trip Assistant Leader (2-3) 520	\$520 each	\$520 each	\$520 each
Pathfinder Winter Boys Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Winter Boys Trip Assistant Leader (2-3)	\$520 each	\$520 each	\$520 each
Pathfinder Winter Girls Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Winter Girls Trip Assistant Leader (2-3)	\$520 each	\$520 each	\$520 each
Pathfinder Spring Boys Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Spring Boys Trip Assistant Leader (2-3)	\$520 each	\$520 each	\$520 each
Pathfinder Spring Girls Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Spring Girls Trip Assistant Leader (2-3)	\$520 each	\$520 each	\$520 each
Pathfinder Grade 6 Trip Leader	\$1,048.00	\$1,048.00	\$1,048.00
Pathfinder Grade 6 Assistant Leader (2)	\$520 each if 2, \$630 if 1	\$520 each if 2, \$630 if 1	\$520 each if 2, \$630 if 1

**OTHER**

Position Name	2017-2020		
	0-1 Years	2-3 Years	4+ Years
Drama Coach, Elementary (6 Positions--1 at Each Elem School)	\$1,200.00	\$1,520.00	\$1,840.00
Certification Committee Members (7) \$890 each	\$890 EA	\$890 EA	\$890 EA
Intramurals	\$15/Hr	\$15/Hr	\$15/Hr
Math Meet Coordinator	\$1,570.00	\$1,570.00	\$1,570.00
Special Olympics Coordinator	\$2,060.00	\$2,060.00	\$2,060.00

**APPENDIX C**  
**TEACHER EVALUATION**

The issue of teacher evaluation is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Committee although subject to a meet and consult requirement. This Appendix does not constitute a contractual obligation on the part of the Committee and shall not be subject to the grievance procedure contained in this contract. The Board's evaluation policy is available online under Section G policy codes.

**FORMAL GRIEVANCE PROCEDURE**

Level I

(To be completed by aggrieved person and given to principal/supervisor)

Date Received: \_\_\_\_\_

Aggrieved Person: \_\_\_\_\_ Date of Informal Meeting: \_\_\_\_\_

Date of occurrence or first reasonable knowledge:

1. Event or Condition which gave rise to the grievance originally.

2. Article(s) of Contract Violated.

3. Remedy Requested.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature