

# **COMPREHENSIVE CONTRACT**

***BETWEEN THE***

***RANGELEY LAKES REGIONAL SCHOOL UNIT #78  
BOARD OF EDUCATION***

***AND***

***THE RANGELEY EDUCATIONAL ASSOCIATION***

**September 1, 2017 – August 31, 2020**

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## **PREAMBLE**

This agreement entered into this 14th day of June 2017 by and between the Rangeley Educational Association (hereinafter called "Association") and the Rangeley Lakes Regional School Unit #78 Board of Directors (hereinafter called "Board").

## **WITNESSETH**

Whereas, the Board has a statutory obligation, pursuant to the Municipal Public Employees Labor Relations Law under chapter 9-A, Title 26 MRSA, State of Maine, to confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration, and in particular accepting the obligation to negotiate educational policies, and:

Whereas, the parties have reached certain understandings, which they desire to confirm in the agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **DEFINITIONS**

1. Unless otherwise indicated, the term "teacher," when used hereinafter in the agreement, shall refer to all Professional employees represented by the Association in the negotiating unit as noted in Article I.
2. A "grievance" is an alleged violation of this Agreement of any dispute with respect to its meaning or application. All grievances shall include specificity of what is being violated in specific provisions or terms of the agreement
3. An "aggrieved person" is the teacher or teachers making the claim.
4. A "party in interest" is the person or persons making the claim and any person who might be required to resolve the claim.
5. "Days" shall mean working school days
6. "Voluntary" as defined throughout this contract shall be for situations in which a employee volunteers to do something that they are not obligated to do normally and for which they are "not always paid" for.

## **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined under State of Maine Public Law Chapter 424, section 962, for the entire group of Department of Education certificated personnel having more than six (6) months current, continuous services in the RSU #78, including classroom teachers, school nurse, school social workers, teacher of gifted/talented, technology coordinator, student services coordinator, Title I teacher, and speech therapist.
- B. The Board agrees not to negotiate with or recognize any teacher organization other than the Association and its representatives for the duration of this Agreement.
- C. The Board and the Association encourage continual improvement in the quality of education in our schools.
  1. To this end the Board recognizes that teachers need to be meaningfully involved in the development of educational programs.
  2. Items in this section (D) are not grievable, arbitrable or open to contest.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. The Association shall notify the Board of its intent to negotiate a successor contract by November 1st of the last year in which any contract is in force and the parties shall begin negotiations on the successor agreement. In accordance with the principle of bargaining in good faith both negotiating parties will

make every attempt to ensure that teacher salaries for each school year shall be agreed upon by the Board and the Association prior to the Board's adoption of the school budget. Negotiations shall begin in executive session and any agreement reached by the parties shall be reduced to ratification. Any agreement so negotiated and ratified shall be signed by the Board and the Association.

- B. During negotiations, the Board and the Association shall present relevant data and make proposals. The Board shall make available to the Association for inspection all appropriate public records.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge to make and consider proposals, counter-proposals, and reach agreements in the course of negotiations.
- D. This Agreement incorporates the entire understanding of the parties on all matters, which are contained in this document or are required by law to be negotiated. During the term of this Agreement, neither party shall be required to negotiate with the respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiate or executed this Agreement, unless mutually agreed to by both parties' representatives.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### A. Purpose:

- 1. The purpose of this procedure is to provide for resolution of disputes over the meaning or application of this Agreement. Both parties agree that their proceedings will be as informal and confidential as may be appropriate at any level of the procedure. The board and Association are committed to an effective and respected dispute resolution process. Both parties agree that they will abide by the Municipal Public Employees Labor Relations Law and refrain from engaging in any prohibited practices.
- 2. In the event that either party identifies a Board policy/procedure that needs to be followed at the informal level of the grievance process the parties agree that they will commit to writing (email is acceptable) mutual agreement to hold any formal grievance filing in abeyance to give the policy process/procedure the opportunity to address the dispute first.
- 3. A teacher filing a grievance through the association may not adjust the grievance without the agreement of the association. Nothing herein contained shall be construed as limiting the right of any teacher having a question or concern from raising those concerns or questions with management and discussing the matter informally with any member of the Administration.
  - i. The Association may initiate the grievance process attendant to Association rights that may have been violated.
  - ii. The Association may pursue grievances that the grievant wishes pursued or those that affect the Association.

#### B. Time Limits:

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement between the Association and the Superintendent.
- 2. During times when school is not in session, the time limit set forth herein shall refer to regular weekdays, Monday through Friday, excepting Legal holidays.

#### C. Informal Procedures:

- 1. If a teacher feels that s/he may have a grievance, s/he must first discuss the matter with the person directly involved in an effort to resolve the problem informally.
- 2. The aggrieved person may request that a representative of the Association be present.

#### D. Formal Procedures:

- A. If the grievant is not satisfied with the outcome of the informal procedure he/she may present his/her claim as a formal grievance, in writing, to the Principal. If the Superintendent is the party of origin, level one below is eliminated.

- a. The time limit specified may, however, be extended by mutual written agreement between the Association and superintendent.
2. Level One - Principal
  - a. A grievance will be deemed waived unless submitted in writing, within twenty (20) working days of the precipitating incident or action or when the grievant should have reasonably become aware.
  - b. The Principal shall meet with the grievant and a representative of the Association, if requested by the grievant, and shall within ten working days after the written grievance, render a decision and the reason therefore in writing to the grievant, with a copy to the President of the Association.
3. Level Two - Superintendent
  - a. If the grievant is not satisfied with the resolution at Level One or the Superintendent is the party of origin, s/he may, within ten (10) working days, present her/his grievance in writing to the Superintendent.
  - b. A grievance will be deemed waived unless submitted in writing within ten (10) working days after receipt of the resolution from Level One, unless there is a resolution being negotiated in good faith, in which case both parties will sign a waiver of this time limit within the 10-day period.
  - c. The Superintendent shall within seven (7) working days after receipt of the appeal, meet with the aggrieved person and with a representative of the Association. The parties may waive this meeting by mutual agreement.
  - d. The Superintendent will within five (5) working days after the meeting, render his/her decision and the reasons therefore, in writing, to the aggrieved, with a copy to the President of the Association.
4. Level Three - Board of Education
  - a. If the grievant is not satisfied with the resolution of the grievance at Level Two, s/he may within five (5) working days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.
  - b. The Board, shall within ten (10) working days after receipt of the appeal, or at the next regularly-scheduled Board meeting, whichever is later, meet with the grievant and with representatives of the Association for the purpose of reviewing the grievance, with all parties having the right to speak.
  - c. The Board shall, within twelve (12) working days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.
5. Level Four - Impartial Arbitration
  - a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within five (5) working days submit the grievance to arbitration by so notifying the Board Chair and Superintendent in writing.
  - b. The Chairperson of the Board and the President of the Association shall, within five (5) working days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) working days, they shall request the services of the American Arbitration Association (AAA) or the Labor Relations Connection (LRC).
  - c. The arbitrator selected shall confer promptly with the representatives of the Board, representatives of the Association, and the grievant to establish a mutually agreed time and place for a hearing and to conduct such hearing.
  - d. The arbitrator shall, as soon as practicable, render a decision in writing to all parties in interest, setting forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decisions, which substitutes his/her judgment for that of the board on any policy matter that is not contained in the collective bargaining agreement. The arbitrator will restrict his or her judgment to whether a violation of the specific terms of this agreement has occurred and his/her remedies to those, necessary to make the grievant whole in respect to those specific terms. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding on the parties.
  - e. The costs for the services of the arbitrator shall be borne equally by the Board and the Association, unless one of the parties unilaterally withdraws the grievance or cancels the hearing during the

cancellation penalty period prior to the hearing, in which case that party shall pay the full cost of the cancellation.

6. No Reprisals:

Either party against any participant in the grievance procedure shall take no reprisals of any kind by reasons of such participation.

7. Filings:

All documents, communications, and records dealing with the processing of a grievance shall be filed in a confidential grievance file outside the personnel file of grievant(s) unless otherwise specified in a grievance decision or settlement.

8. Forms:

Forms for filing and processing grievances shall be prepared by the Association and are found in faculty handbook.

9. Meetings and Hearings:

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated representatives, heretofore referred to in this grievance procedure. Any decision will be considered binding upon all parties in interest.

#### **ARTICLE IV TEACHER RIGHTS**

- A. Whenever any teacher is required to appear before the Superintendent, School Board or any committee or member thereof, in any disciplinary hearing concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereof, then s/he shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any moneys withheld shall be paid to the teacher if s/he is cleared of the charges. Prior to any suspensions, an informal hearing will be held with the employee and his/her representative by the superintendent of schools.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as s/he may have under State of Maine school laws or other applicable state and federal laws and regulations.
- C. No teacher who has served beyond the probationary period shall be disciplined without just cause. Range of progressive disciplinary steps shall include; oral reprimand, reprimand in writing, reduction in rank or compensation, non-renewal or dismissal. This provision does not apply to renewal of contracts with teachers for extracurricular positions.
- D. Any complaint by a student, parent, or member of the public which could be used for evaluative or disciplinary purposes, shall be brought to the attention of the teacher. The administration shall encourage a complaining party to discuss their complaint with the teacher first, except in those instances when it is clearly inappropriate because of the nature or severity of the complaint.
- E. Each teacher shall have the right, upon appointment, and during office hours, to review the contents of his/her personal file and to receive a copy of any document contained therein at the Board's expense.
- F. Any written communication of a disciplinary, supervisory or evaluative nature that is to become part of a teacher's official permanent file of record will be signed and marked with cc: file at the bottom of the communication. Both parties will have the right to attach an official comment to the communication. The teacher or Association president will sign a copy of the written communication acknowledging receipt of the communication.
- G. There shall be only one official personnel file kept on each teacher, which shall be in the Superintendent's Office. A teacher may request of the Superintendent the removal of a written communication from the file after one year.
- H. A third party designee may access the personnel file with the teacher's written consent

#### **ARTICLE V ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use the school building for meetings, subject to the approval of the Superintendent. Denial of school building use shall be based on a good and just reason.
- B. The Association shall, at the Superintendent's discretion, have the right to use school facilities and equipment when it is not otherwise in use. The Association shall pay the Board's cost for all expenses: materials, supplies and damage incident to such use.

**ARTICLE VI  
SCHOOL BOARD RIGHTS**

The Rangeley School Board is vested by the State of Maine with certain powers and authority. Nothing in this agreement shall limit or restrict those powers except as specifically and explicitly delineated within the specific terms of this agreement. Further the Board's not exercising of any or all of these powers in the past or exercise of them in a certain way shall not limit nor restrict the Board from exercising them in the future or in some other way consistent with the statutes and regulations of the State of Maine and the federal government.

**ARTICLE VII  
SCHOOL CALENDAR**

- A. This agreement is based on an in-school work year for teachers that extends no more than seven days beyond the length of the students' school year. An in-school work year shall be considered to include days when pupils are in attendance and any other days on which teacher attendance is required.
- B. The Superintendent of Schools will seek input on the calendar from the Association prior to the submission of a proposal to the School Board. The Superintendent will present his recommendation along with the input of the Association to the School Board. The Association may meet and consult with the School Board on calendar adoption at these presentations or may request a separate meet and consult according to statute.

**ARTICLE VIII  
TEACHING HOURS AND TEACHING LOAD**

- A. The teacher's regular work year shall be seven (7) beyond the length of the student's school year.
  - 1. In the event the School Board adopts a calendar, which exceeds 175 student days or requires teachers to work beyond the above agreed upon allotted work days beyond the student school year for other reasons, teachers shall be paid the per diem rate of their regular salary of the work year in which the additional days occur. Teachers will be notified of any such requirement at the time of the adoption of the school calendar whenever possible but in no case less than thirty (30) days prior to any required days. Inability to work on such days unless adopted as part of a school calendar shall not be subject to consumption of any type of leave nor be the basis for any evaluative or disciplinary action. Such days adopted, as part of the regular calendar shall be treated as all other days for purposes of absence and leave.
- B. The workday shall start no later than 7:30a.m and will conclude ten (10) minutes after the instructional day has ended.
- C. Teachers have a professional responsibility to attend I.E.P. meetings, meet with parents of students and provide supplemental assistance to students as needed. Such responsibilities will be scheduled within the regular teacher workday whenever possible.
- D. Teachers may be required to remain after the end of the regular work day, without additional compensation for the purpose of attending faculty meetings; whenever possible, such meetings shall not exceed (sixty (60) minutes and, except for reasonable need or emergencies, shall be limited to two (2) such meetings each month. On early release days, the teachers' regular workday ends at 3:00 p.m.
- E. Notice of any regularly scheduled faculty meetings, except where there is urgency, shall be given three (3) days prior to the meeting. Teachers may suggest items for the agenda so that whenever possible, the agenda for the meeting will be distributed to the teachers one (1) day prior to the meeting.

- F. Teachers participation in field trips, which extend beyond the teacher's in-school workday, overnight or weekday trips, shall be voluntary.
- G. Teachers will be allowed one (1) period (of about forty (40) minutes) per day or eighty (80) minutes every other day.
- H. All teachers shall be available to meet with parents during prep periods and before or after the student day for individual conferences upon the parents' request or when the teacher feels it is necessary for the education of the student.
- I. Additional stipends will be in Article XXI: Instructional Stipends.

**ARTICLE IX  
SICK LEAVE AND TEMPORARY LEAVES**

**A. Sick Leave**

- 1. In the first year of employment, a teacher will be credited with six (6) days on the first working day. The teacher then will be credited with one extra day for each calendar month worked until the fifteen (15) entitled days have been earned.
- 2. Beginning with the second year of employment, teachers shall be entitled to fifteen (15) days of sick leave each year. Said fifteen days will be credited on the first working day.
- 3. At the end of the school year teachers shall have no more than one hundred eighty (180) days.
- 4. Teachers may use 30 days of accumulated sick leave per year for illness of child, spouse, parent, or other qualifying family members according to the Family Medical Leave Act. (FMLA) Should these 30 days be exhausted, additional days may be requested. Such requests must be in writing to the Superintendent a minimum of five (5) days prior to the requested extension.

**B. Sick Leave Bank**

- 1. The sick leave bank will be said to have two hundred (200) days as of September 1, 1993. Teachers shall contribute one sick day per year to the bank. When (if) enough days are used to reduce this number below 100 days, unused personal days will be placed in the bank to assure its continuation (up to 200 days maximum accumulation).
- 2. To withdraw from the Bank, a person must submit a letter to the Sick Bank Committee which shall be comprised of one (1) Association member, One (1) Administrative member and One (1) Faculty member. The letter submitted for the request shall include the number of days, the anticipated date of return to work, and a statement of justification from a physician. The decision on granting days from the bank will be made by the Committee.
- 3. An individual is eligible for sick leave up to an amount equivalent to fifty percent (50%) of their sick leave balance at the beginning of that school year. The committee shall have the ability to grant in excess of fifty 50% in extraordinary. However, at no time shall the number of days withdrawn exceed fifty(50).
- 4. Unused personal days together with one sick day per teacher per year will be placed in the bank to assure its continuation. The bank will accrue to two hundred (200) days.
- 5. In the event a teacher may be so disabled as to qualify for Maine State Retirement System disability retirement benefits, the teacher shall as a condition of receiving sick leave benefits from the bank diligently and in good faith apply for and pursue a disability retirement application. If the teacher is granted disability retirement, his/her employment shall terminate for purposes of retirement as of the date the application was approved and no further sick leave benefits shall be paid.

**C. LEAVES:**

- 1. Temporary Non-Cumulative Leave:



- a. All teachers shall be entitled to up to three (3) days of paid leave for personal reasons during the school year. Requests for such leave shall be submitted to the Superintendent at least three (3) days prior to the date of leave. In case of emergency, this three (3) days prior notice may be waived. A record of each leave, by category, will be kept on file in the Superintendent's office.
  - b. No reasons must be given for the leave and approval of the Principal or Superintendent will be required. Notice will be provided to the Superintendent. Teachers will check the appropriate category on a form provided by administration.
  - c. Inappropriate use of this leave shall result in the loss of the per diem rate of pay for any day of inappropriate use and may result in disciplinary action.
  - d. Under extraordinary circumstances, personal leave may be permitted the day prior to or the day following a school holiday or vacation, with reasons given, upon approval of the Superintendent.
  - e. Within the scope of the budget, professional leave will be both supported and encouraged to the maximum extent possible.
  - f. All teachers shall be eligible for up to five (5) days of Bereavement leave in the event of death in the immediate family. Immediate family shall be defined as set forth in the Family Medical Leave Act (FMLA)
2. Family Medical Leave  
The Board will comply with the provisions of the federal Family and Medical Leave Act and the Maine Family Medical Leave law, and has adopted a policy on this topic.
  3. Coordination of personal leave  
As stated in Section B.1.a. "All teachers shall be entitled for up to three (3) days of leave for personal reasons during the school year." These days may be used for FMLA eligible events. Use of such leaves for this purpose shall count as part of the total twelve (12) weeks of available FMLA leave.
  4. Jury Duty  
Employees called to jury duty shall be granted leave with pay for the actual time required for the jury duty. In consideration, any compensation for jury duty excluding any mileage reimbursement shall be remitted by the employee to the school. Failure to do so within fifteen (15) calendar days of receipt of compensation shall result in a reduction in pay for the period of the jury duty so compensated.
  5. Other Leaves:
    - a. Upon request, the Superintendent will give consideration to granting a general leave of absence, without pay, for up to one (1) school year.
    - b. Upon request, the Superintendent will give consideration to granting unpaid leaves of absence for leaves of less than five (5) days.
    - c. Guidelines for Board Leave without pay:
      - i. Application must be made prior to April 1 for leaves beginning the next September.
      - ii. A certified teacher replacement is available.
      - iii. A teacher on leave of absence shall not have his status impaired upon return to the system; however, the year will not count as a year of experience for pay purposes.
      - iv. Sick leave will not accrue during the period of the leave of absence.
      - v. A teacher on leave of absence shall be carried on all insurance lists as an active teacher in the system. All insurance premiums are to be paid by the teacher.
      - vi. Reconsideration of the request by the teacher will be considered by the Board only if final arrangements have not been made with a replacement teacher

**ARTICLE X  
NON-TEACHING DUTIES**

- A. Teachers shall not be required to transport students to school-sponsored activities, which take place away from the school building except in cases of emergency. A teacher may volunteer to provide such transportation and upon advance approval of his/her principal in accordance with board Policy.
- B. For use of personal vehicle for transport of students or for any other required purposes, teachers will be reimbursed at the current IRS rate per mile.
- C. Teacher participation in extracurricular activities and/or advisory positions shall be voluntary, except where the activity is directly related to the teacher's regular position, and such participation shall be remunerated as stipulated in Schedule B for professional stipend positions and as established by the Board for non-professional stipend positions.
- D. Participation on certification support teams shall be voluntary. Mentor teachers who are observing another teacher's classes shall be provided with coverage for his/her classes as needed. Said teachers shall be expected to coordinate the need for coverage with the principal so that a minimum of coverage is necessary.
- E. Except where a teacher's skills are essential to a particular activity or position, field trips, which extend beyond the teacher's in-school workday, overnight, or on the weekend, shall be voluntary.
- F. Non-teaching duties shall be assigned only when necessary and shall be distributed as equitably as possible among all teachers and still meet instructional needs of students.

## **ARTICLE XI SALARIES**

- A. The salaries of all teachers (except as described in paragraph B below) are listed in Appendix A, which is attached to this agreement.
- B. Salaries shall be paid in twenty-six (26) installments due every other Friday, until the total amount of each salary is paid. If the payday falls on a holiday, the teacher will receive his/her pay before such a holiday. On days when school is not in session, every effort will be made to have checks available in the school office by noon.
- C. All payroll deductions shall be made in equal installments. Payroll deductions shall include, those required by law, annuities, credit union and life/disability/dental insurance.
- D. The Board may hire new teachers at up to five steps above the teacher's actual experience for difficult to fill positions.
- E. The Association agrees to indemnify and hold the Rangeley School Department, its Board of Education, agents and employees, jointly and separately and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorneys' fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to the collection of Association dues.
- F. When a teaching vacancy exists it will be posted in-house for five (5) days. Teachers may file a request for voluntary reassignments promptly after the vacancy is posted. All requests will be considered on the same basis that applications from other persons are considered. Voluntary requests for reassignments do not guarantee a transfer.

## **ARTICLE XII TEACHER ASSIGNMENT**

- A. Not later than June 1, teachers shall be notified of their tentative schedule and assignments for the forthcoming school year. Teachers must be notified in writing, of any changes in their schedules and/or assignment before August 1. The provisions of this paragraph shall not be construed to prevent necessary changes in schedule and/or assignment later in the school year.
- B. Teachers shall not be assigned to teach outside the scope of their teaching certificate without their agreement.

**ARTICLE XIII  
TEACHER EVALUATION**

- A. The performance evaluation process will comply with criteria set forth in Title 20-A, chapter 508 and shall be consistent with the process developed in the district and adopted by the Board, as approved by the Department of Education.

**ARTICLE XIV  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Both the Board and the Association encourage teachers to seek professional improvement. In order to assist teachers in extending and improving their skills the following plan will be implemented.
- B. All Teachers will be encouraged to earn a Masters degree or coursework toward additional certification that is in the field of education and within a teacher's discipline, or in an area that is beneficial to the school.
- C. The Board will pay teacher's expenses for undergraduate and/or graduate credits, specialty and additional endorsements under the following conditions.
1. In allocating budgeted funds priority will be given to the teachers in a "masters" program and those teachers who need to complete coursework for certification.
  2. All courses must be approved, in advance, by the Superintendent. Courses for recertification purposes must be approved in advance by the certification committee and the superintendent. The teacher shall receive a written reply from the Superintendent within ten (10) days of application for course approval (See Appendix D).
  3. Each teacher will be eligible for up to six (6) semester hours of credit or, if enrolled in a matriculated, organized program, 12 semester hours of credit for undergraduate will be paid if part of a graduate program or graduate courses per contract year. The Superintendent reserves the right to request intent to take courses prior to final budget preparation. Failure to communicate such intent at the time of the Superintendent's request may jeopardize course reimbursement due to a lack of funding.
  4. The administration will pay in advance the cost of the course. Presentation of evidence of satisfactory completion of the course (A grade of B or better) is the responsibility of the teacher. In the event the course is not completed or not completed satisfactorily, the teacher will refund the payment received in advance and in accordance with Appendix D – attached.
  5. Teachers who resign shall not be eligible for reimbursement after the date of resignation. Teachers who have been reimbursed for any course work toward securing a masters within the last two (2) years of employment shall be required to continue their service to RSU # 78 for an additional two (2) years (twenty-four months) or will be required to reimburse the district the cost associated with Masters courses taken prior to departing, Such reimbursement to the district shall be remitted via payroll deductions as arranged between the District and employee, unless the failure to continue employment is due to illness, disability, death, or reduction of position.
  6. Reimbursement will only be for tuition and fees. It will not include reimbursement for mileage, books and other expenses unless the teacher is required to take the course by the administration.
- D. Sabbatical: The Board supports the concept of the sabbatical for professional development
1. A sabbatical shall be granted only for personnel who have been teaching for seven (7) years in the RSU # 78. The number of sabbaticals granted shall not exceed one (1) every other school year, for the staff as a whole. The School Board may at their discretion exceed this limit. Sabbatical shall be granted with the approval of the board for applications they deem to provide an enhancement of the faculty's ability to deliver a quality educational program for the students.
  2. Applications for full year or half (1/2 year) sabbatical must be submitted to the Superintendent by January 1st for leave to begin the following September. Applications for half (1/2) year sabbatical to begin in January must be submitted by June 15th of the year preceding the Sabbatical. The School Board may waive these timelines at its discretion.

3. If more than one applicant applies for sabbatical, that candidate whose sabbatical will in the judgment of the board provide the greater educational benefit to the school program and students shall be granted the sabbatical.
  4. Said candidates for sabbatical will pursue a program of study or approved educational experience in his/her teaching field (major), one that has direct application to his/her teaching assignment at the school, or in a field or major deemed by the Board to provide for a critical need of the school.
  5. Personnel granted a sabbatical will receive full pay for one-half (1/2) year or half pay for full year. The teacher on sabbatical leave shall not have his/her status impaired upon return to the system. The sabbatical year will *not* count as a year of experience for pay purposes, and no sick or other leave shall accrue during the period of the sabbatical.
  6. Approved candidates for sabbatical may not rescind their decision, to proceed with a sabbatical leave after May 1, unless the position has not yet been filled by the School Board. Should such a change of decision take place after May 1<sup>st</sup> and the position has been filled, the Board will place the teacher on a one (1) year leave of absence without pay. In such a case the candidate may appeal to the School Board for immediate reinstatement. The Board's decision shall be final and not subject to grievance or arbitration.
  7. A teacher on sabbatical shall be carried on all insurance lists as an active teacher in the system; all insurance premiums are to be paid by the teacher during the term of the sabbatical.
  8. Once approved, the sabbatical program will be presented to the staff for input, assistance, and interstaff learning. Upon return, the applicant will present a synopsis of the learning program to the board and to at least one other staff forum selected by the teacher and the Superintendent.
  9. Prior to the granting of such Sabbatical, an applicant shall enter into a written agreement with the Board that upon completion of such sabbatical s/he will return to service in the RSU # 78 for a period of two (2) years, and that in default of completion of such service s/he will refund to the RSU # 78 an amount equal to such proportion of salary received by him/her while on sabbatical as the amount of service agreed to be rendered, unless this failure is due to illness, disability *or* death, or reduction of position and shall be so stated on his/her record.
  10. The decision to grant or not to grant a sabbatical request shall be based on the value of the sabbatical proposal, budgetary considerations and the needs of the school.
- E. Additional opportunities for professional development  
Additional opportunities for professional development may be granted by the Superintendent in accordance with any applicable laws and regulations upon request of the teacher. These opportunities may include: Serving in the military or as an elected, salaried public official, during which time the teacher will remain on unpaid leave but may remain on all insurance lists as an active teacher in the system; all insurance premiums are to be paid by the teacher.
- F. Conditionally and Transitionally certified teachers must obtain professional certification within the time frame established by the State of Maine Educational Statute.

## **ARTICLE XV REDUCTION IN FORCE**

At such time as the Board determines that a reduction in force is necessary, the following procedures shall be utilized.

### A. Order of Layoff:

1. When the Board determines that a reduction in force is necessary, it shall consider the relative qualifications and abilities of all teachers within the specific impact area identified (K-8, 9-12 and K-12 specialists). The affected employee shall be the person with the least number of points.
2. The criterion which shall be used during a reduction in force will include certification, seniority in district, teacher effectiveness and academic preparation (coursework & endorsements beyond teaching assignment.)

Points shall be awarded for each criteria using the following point system:

Appropriate Certification:	One (1) Point
The Average effectiveness rating of the last three (3) summative Evaluations:	
Ineffective:	Zero (0) Points
Developing:	Two (2) Points
Effective:	Four (4) Points
Distinguished:	Six (6) Points
Years of Service within District:	
One (1) Point for every five (5) years of service to the District	

In circumstances where the points are equal between affected employees, Academic preparation shall be used as a tie-breaker, (additional endorsements outside of teaching assignments, additional coursework including advanced degrees).

3. The layoff provisions do not apply to probationary teachers who are not re-employed for the following school year.

**B. Recall:**

1. When a vacancy(ies) occurs, equivalent to that from which the teacher(s) was released, the teacher(s) on layoff shall be offered the position, provided the teacher possesses the necessary certification.
2. A teacher who has been laid off shall remain on the recall list for a period of twelve (12) months from the date of severance, or until the teacher has either refused an offer from the Board or the Board's designee of an equivalent position to that from which the teacher was released, or has signed a contract elsewhere for a position equivalent to that from which the teacher was released. It is the responsibility of the teacher to inform the Superintendent in writing within thirty (30) days of changes in job status and to furnish the Superintendent with a current mailing address.
3. Teachers on the recall list shall be rehired in reverse order from that in which they were laid off, provided that the teacher being rehired possesses the certification required for vacancy.

**C. Other Considerations:**

1. Teachers whose positions have been terminated due to a reduction in force shall be entitled to not more than three (3) days of leave with pay (while under contract) for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in the agreement.
2. Any teacher on layoff may continue to participate in the group health insurance program at his or her own expense in accordance with COBRA requirements following the effective date of layoff. Premium payments must be made to the Superintendent's office each month prior to the time when such payments would normally be submitted to the insurance carrier.
3. Should re-employment occur within a twelve (12) month period, all benefits provided by this Agreement shall be reinstated as though the teacher was continuously employed. However, sick leave shall not accumulate during the period of unemployment. Sick leave accumulated prior to layoff shall be reinstated. Placement on the salary schedule will be to the appropriate step with full credit for experience exclusive of any time during layoff. The Board will grant continuing contracts status to any teacher who had continuing contract status prior to being laid off. If that teacher does not return to the same position, the Board may grant continuing contract status if the teacher is eligible and certified.

**ARTICLE XVI  
INSURANCE PROTECTION**

A. The Board agrees to pay on behalf of each teacher, the dollar equivalent of the MEABT Choice Plus Plan as follows:

	2017-2020 Contract Years
full family	80%
two adult	80%
adult w/child	90%

single

85%

toward the cost of major health insurance provided by Anthem Blue Cross/Blue Shield of Maine. *If an employee chooses to elect the Standard plan, the employee shall be responsible for the difference in cost to upgrade from Choice Plus to Standard.*

- B. The health insurance benefit will be adjusted on July 1 of each year.
- C. This benefit is to be used exclusively toward a medical health insurance plan and for no other purposes. Cash or other benefits in lieu will not be allowed.
- D. The Association and the Board shall agree as to the choice of the provider of the insurance for the group. The Board, on behalf of the teachers, agrees to take all necessary steps in order to secure insurance from the provider chosen. If an employee chooses to select a provider other than the one chosen for the group, the Board agrees to pay the entitled benefit amount directly to the employee's insurance carrier or to reimburse the teacher for premium payments up to the amount of the eligible benefit upon presentation of proof of payment.

#### **ARTICLE XVII MAINTENANCE OF STANDARDS**

Conditions and benefits of employment of employees as specified in this agreement shall be maintained during the term of this agreement at no less than the level in effect at the time of the effective date of this Agreement unless modified by a specific provision of this agreement.

#### **ARTICLE XVIII SEPARATION AND SEVERABILITY**

- A. If any provision of this Agreement or any application of the agreement to any employee or group of employee is held to be contrary to the law, then such provision or application shall be deemed not to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

#### **ARTICLE XIX MISCELLANEOUS PROVISIONS**

- A. Any individual contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement
- B. Copies of the Agreement shall be distributed by the Association within thirty (30) days after the Agreement is signed, published on the school website and be available upon request.

#### **ARTICLE XX RETIREMENT/DEATH BENEFIT**

- A. Upon retirement into the Maine Public Employees Retirement System or death each teacher or his/her survivor(s) shall be paid from his/her accumulated sick leave based on the salary of his/her per diem salary according to the following schedule

After ten (10) years of teaching service to the RSU # 78	25 days
After fifteen (15) years of teaching service to the RSU # 78	27 days
After twenty (20) years of teaching service to the RSU # 78	30 days

provided that, in the case of regular retirement, notice of intent to retire is given by January 1 of the year of intended retirement.

#### **ARTICLE XXI**

**INSTRUCTIONAL STIPENDS**

- A. The process for requesting stipending of academic committees shall be for faculty to submit a proposal at the time of budget preparation. This proposal shall include identification of the proposed committee, rationale for the stipends, the requested number and amount of the proposed stipends, a description of the duties and activities of the committee including a general schedule of when these activities and duties would be performed (i.e., summer, vacations, after the normal workday). Appointment to committees will be by the Superintendent from volunteers. Awarding of stipends will be at the discretion of the board following a recommendation from the Superintendent. Lack of approval of stipends shall not remove or diminish the professional duties of faculty as provided for within this agreement.
- B. Faculty approved by the Superintendent to perform curriculum or other committee work on days other than the scheduled students days plus seven days shall be compensated at a rate of \$25 per hour up to \$150 per day.

**ARTICLE XXII  
DURATION OF AGREEMENT**

- A. The following agreement was entered into by and between the Association and the Board on June 7, 2017
- B. The comprehensive contract agreement shall be effective as of September 1, 2017 and continue in effect until August 31, 2020 with no negotiations taking place during the effective dates of the contract, unless by mutual agreement.

In WITNESS WHEREOF, the parties hereto set their hand and seal, by their duly authorized representatives, this 11<sup>th</sup> day of July, 2017

Rangeley Teacher’s Association

RSU #78  
Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson, Negotiating Committee

\_\_\_\_\_  
Superintendent

**SCHEDULE A**

2017 / 2018					
0.25% for all		\$2,000.00	\$3,500.00	\$5,500.00	\$8,500.00
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>CAS/MA+30</b>	<b>PHD/EdD</b>
0	\$33,966	\$35,966.00	\$37,466.00	\$39,466.00	\$42,466
1	\$34,815	\$36,815.00	\$38,315.00	\$40,315.00	\$43,315
2	\$35,686	\$37,686.00	\$39,186.00	\$41,186.00	\$44,186
3	\$36,578	\$38,578.00	\$40,078.00	\$42,078.00	\$45,078
4	\$37,492	\$39,492.00	\$40,992.00	\$42,992.00	\$45,992
5	\$38,430	\$40,430.00	\$41,930.00	\$43,930.00	\$46,930
6	\$39,389	\$41,389.00	\$42,889.00	\$44,889.00	\$47,889
7	\$40,375	\$42,375.00	\$43,875.00	\$45,875.00	\$48,875
8	\$41,384	\$43,384.00	\$44,884.00	\$46,884.00	\$49,884
9	\$42,419	\$44,419.00	\$45,919.00	\$47,919.00	\$50,919
10	\$43,479	\$45,479.00	\$46,979.00	\$48,979.00	\$51,979
11	\$44,566	\$46,566.00	\$48,066.00	\$50,066.00	\$53,066
12	\$45,680	\$47,680.00	\$49,180.00	\$51,180.00	\$54,180
13	\$46,822	\$48,822.00	\$50,322.00	\$52,322.00	\$55,322
14	\$47,993	\$49,993.00	\$51,493.00	\$53,493.00	\$56,493
15	\$49,194	\$51,194.00	\$52,694.00	\$54,694.00	\$57,694
16	\$50,423	\$52,423.00	\$53,923.00	\$55,923.00	\$58,923
17	\$51,683	\$53,683.00	\$55,183.00	\$57,183.00	\$60,183
18	\$53,638	\$55,638.00	\$57,138.00	\$59,138.00	\$62,138
19	\$55,783	\$57,783.00	\$59,283.00	\$61,283.00	\$64,283
20	\$59,320	\$61,320.00	\$62,820.00	\$64,820.00	\$67,820

**Teachers on step 20 who not receive a salary schedule step shall receive \$900**



2018 / 2019					
0.5% 0-17		\$2,000.00	\$3,500.00	\$5,500.00	\$8,500.00
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>CAS/MA+30</b>	<b>PHD/EdD</b>
0	\$34,135	\$36,135.00	\$37,635.00	\$39,635.00	\$42,635
1	\$34,989	\$36,989.00	\$38,489.00	\$40,489.00	\$43,489
2	\$35,864	\$37,864.00	\$39,364.00	\$41,364.00	\$44,364
3	\$36,761	\$38,761.00	\$40,261.00	\$42,261.00	\$45,261
4	\$37,679	\$39,679.00	\$41,179.00	\$43,179.00	\$46,179
5	\$38,622	\$40,622.00	\$42,122.00	\$44,122.00	\$47,122
6	\$39,586	\$41,586.00	\$43,086.00	\$45,086.00	\$48,086
7	\$40,577	\$42,577.00	\$44,077.00	\$46,077.00	\$49,077
8	\$41,591	\$43,591.00	\$45,091.00	\$47,091.00	\$50,091
9	\$42,631	\$44,631.00	\$46,131.00	\$48,131.00	\$51,131
10	\$43,696	\$45,696.00	\$47,196.00	\$49,196.00	\$52,196
11	\$44,789	\$46,789.00	\$48,289.00	\$50,289.00	\$53,289
12	\$45,908	\$47,908.00	\$49,408.00	\$51,408.00	\$54,408
13	\$47,056	\$49,056.00	\$50,556.00	\$52,556.00	\$55,556
14	\$48,233	\$50,233.00	\$51,733.00	\$53,733.00	\$56,733
15	\$49,440	\$51,440.00	\$52,940.00	\$54,940.00	\$57,940
16	\$50,675	\$52,675.00	\$54,175.00	\$56,175.00	\$59,175
17	\$51,941	\$53,941.00	\$55,441.00	\$57,441.00	\$60,441
18	\$53,638	\$55,638.00	\$57,138.00	\$59,138.00	\$62,138
19	\$55,783	\$57,783.00	\$59,283.00	\$61,283.00	\$64,283
20	\$59,320	\$61,320.00	\$62,820.00	\$64,820.00	\$67,820

**Teachers on step 20 who not receive a salary schedule step shall receive \$1000**

2019 / 2020					
0.5% 0-17		\$2,000.00	\$3,500.00	\$5,500.00	\$8,500.00
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>CAS/MA+30</b>	<b>PHD/EdD</b>
0	\$34,306	\$36,306.00	\$37,806.00	\$39,806.00	\$42,806
1	\$35,164	\$37,164.00	\$38,664.00	\$40,664.00	\$43,664
2	\$36,042	\$38,042.00	\$39,542.00	\$41,542.00	\$44,542
3	\$36,945	\$38,945.00	\$40,445.00	\$42,445.00	\$45,445
4	\$37,867	\$39,867.00	\$41,367.00	\$43,367.00	\$46,367
5	\$38,815	\$40,815.00	\$42,315.00	\$44,315.00	\$47,315
6	\$39,784	\$41,784.00	\$43,284.00	\$45,284.00	\$48,284
7	\$40,780	\$42,780.00	\$44,280.00	\$46,280.00	\$49,280
8	\$41,799	\$43,799.00	\$45,299.00	\$47,299.00	\$50,299
9	\$42,844	\$44,844.00	\$46,344.00	\$48,344.00	\$51,344
10	\$43,914	\$45,914.00	\$47,414.00	\$49,414.00	\$52,414
11	\$45,013	\$47,013.00	\$48,513.00	\$50,513.00	\$53,513
12	\$46,138	\$48,138.00	\$49,638.00	\$51,638.00	\$54,638
13	\$47,291	\$49,291.00	\$50,791.00	\$52,791.00	\$55,791
14	\$48,474	\$50,474.00	\$51,974.00	\$53,974.00	\$56,974
15	\$49,687	\$51,687.00	\$53,187.00	\$55,187.00	\$58,187
16	\$50,928	\$52,928.00	\$54,428.00	\$56,428.00	\$59,428
17	\$52,201	\$54,201.00	\$55,701.00	\$57,701.00	\$60,701
18	\$53,638	\$55,638.00	\$57,138.00	\$59,138.00	\$62,138
19	\$55,783	\$57,783.00	\$59,283.00	\$61,283.00	\$64,283
20	\$59,320	\$61,320.00	\$62,820.00	\$64,820.00	\$67,820

Teachers on step 20 who not receive a salary schedule step shall receive \$1100

## SCHEDULE B

Stipends 2017-2020

### **RECERTIFICATION**

Chair	\$700.00
Member	\$350.00

### **MENTOR**

Chair	\$700.00
Member	\$350.00

### **Schedule B**

Formation of joint committee to discuss and research all stipends. The only stipends remaining in the contract will be mentor and recertification. The committee will propose to the board additional stipends that exist outside the contract. Committee report are due before this contract expires