

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**RSU 23 SCHOOL BOARD EDUCATION**  
**AND**  
**RSU 23 EDUCATION ASSOCIATION**  
**September 1, 2018 – August 31, 2021**

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**ARTICLE 1  
RECOGNITION**

- A. The RSU 23 Board of Education, hereinafter the Board of Education, hereby recognizes the RSU 23 Education Association; hereinafter the Association, as the sole and exclusive bargaining agent as defined under 26 M.R.S.A., Section 962, for a bargaining unit consisting of all certified and licensed professionals, who are public employees pursuant to the laws of the State of Maine (herein referred to as employees) and excluding Central Office Personnel, Supervising Principals/Assistant Principals, Directors/Assistant Directors, Clinical Psychologist (PHD level), other supervisory personnel.
- B. Unless otherwise indicated, the term “teachers” when used hereinafter in this Agreement shall refer to all certified/licensed professional employees represented by the Association in the negotiating unit as defined above.

**ARTICLE 2  
TEACHER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict any teacher such rights as they have under State of Maine School Laws or other applicable laws and regulations.
- B.
  - 1. No continuing contract teacher shall be disciplined, reprimanded, reduced in rank or compensation, including dismissal and contract non-renewal, without just cause. Extra/Co-curricular assignments of teachers shall not be covered by this provision.
  - 2. It is understood that observations and evaluation reports are professional appraisals of a teacher’s professional performance by the evaluator and not subject to the grievance procedure unless the proper timeline and feedback process were not followed correctly.
- C. Whenever any teacher is required to appear before the Superintendent of the Board concerning any matter that could adversely affect the continuation of that teacher in his/her teaching position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or legal counsel present to advise and represent him/her during such meeting or interview.
- D. When there is a performance/employment issue that needs to be discussed with a teacher, the following procedures will be followed:
  - 1.
    - a) The Administrator will give the teacher written notice that they need to meet unless the matter is of an urgent/emergency nature; i.e. a criminal matter, an ethical issue, an allegation of misconduct involving a student or another

employee, an allegation that the teacher is under the influence of drugs or alcohol, a safety issue, etc.

- b) In the event of an emergency, the Association President or designee will be notified and release time will be provided for an Association representative to attend the meeting.
2. The notice will state the purpose of the meeting to the extent possible without revealing any sensitive and/or confidential information.
  3. The notice will inform the teacher of his/her right to representation and will allow up to forty-eight (48) hours for the teacher to get representation.
  4. At the outset of such meeting, the Administrator will provide the teacher with a clear and detailed statement of the issues to be addressed with any supporting evidence available at the time of the meeting.
  5. It is understood that a teacher may not always be able to immediately respond to the issues that were raised during the meeting. Follow-up meetings may be scheduled.
- E. It is understood that any suspension of a teacher during an investigation shall be with pay and that a teacher shall remain on paid leave until such time that the teacher is approved to return to work or until disciplinary action is taken.
- F. COMPLAINTS AND INVESTIGATIONS
1. The Superintendent or designee shall be responsible for ensuring that all allegations of misconduct or other complaints against a teacher on which any action is to be taken or a record is to be made shall be investigated. The Superintendent or designee shall interview the complainant at their discretion.
  2. When the Superintendent or designee believes that a complaint has merit, the teacher will be informed in writing of the nature of the complaint with identity of the complainant(s) identified, and Section D will be followed.
  3. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the teacher's personnel file.
- G. PERSONNEL FILES
1. Teachers shall have the right to examine their individual personnel file during normal business hours within forty-eight (48) hours of the request. A teacher may obtain one (1) copy per year, at the Board's expense, of any material in the personnel file.

2. In the event of an emergency, the file may be reviewed and/or copied as soon as reasonably possible.
- H. Any violation of any procedure set forth in this Article shall not extend the contract or employment of any probationary teacher.
- I. The Board agrees that it will not discriminate against employees on the basis of race, creed, color, sex, marital status, lifestyle, sexual preference, age, national origin, mental or physical disability, political beliefs or affiliation.

**ARTICLE 3  
PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

- A. A teacher shall report in writing to the office of the appropriate Principal any working conditions in any school building considered unsafe or hazardous. The Principal or her/his designated representative will investigate said report and the Principal shall furnish within ten (10) days, whenever possible, a written report to both the Association and the Office of the Superintendent describing the results of the investigation, and of any action taken or proposed to correct the condition.
- B. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C.
1. Teachers shall immediately report cases of physical assault or criminal threatening suffered by them in connection with their employment to their Principal or other immediate supervisor. The administrator shall take prompt action to protect students and staff.
  2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

**ARTICLE 4  
ADMINISTRATIVE-TEACHER LIAISON**

Representatives of the Association shall meet on a monthly basis with the Superintendent to discuss issues of concern and items of interest. The meetings shall be informal with the goal of having an open discussion of items that have been scheduled for discussion.

**ARTICLE 5  
GRIEVANCE PROCEDURE**

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that from time to time may arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its specific meaning or application.
2. An "aggrieved" person is the person, persons or Association making the claim.
3. A "party in interest" is the person, persons or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days.

C. TIME LIMITS

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

D. INFORMAL PROCEDURE

If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her principal or other appropriate administrator (as long as he/she has the authority to settle the grievance) and his/her Association representative in an effort to resolve the problem informally.

E. FORMAL PROCEDURE

1. If, in the judgment of the Association, a grievance affects a group or class of teacher(s), the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.
2. Level One – School Principal
  - a) If an aggrieved person and/or Association is not satisfied with the outcome of informal procedures, or it was not appropriate for him/her to use them, he/she may present his/her claim as a formal grievance in writing to the principal or other appropriate administrator. A formal grievance must be filed within twenty-five (25) days of the treatment, act, or condition that is the basis of the grievance complaint, or it will be deemed waived.
  - b) The principal or other administrator shall, within seven (7) days after receipt of the written grievance, render a decision and the reason therefore in writing to the aggrieved person, with a copy to the Association's President(s) or designated representative.
3. Level Two – Superintendent of Schools
  - a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she or at his/her request the Association through the President(s) or designated representative may, within seven (7) days after the receipt of the decision, file his/her written grievance with the Superintendent.
  - b) The Superintendent shall, within ten (10) days after the receipt of the grievance, meet with the aggrieved person and with the Association President(s) and/or up to four (4) of his/her representative(s) for the purpose of resolving the grievance.
  - c) If resolved, the resolution shall be summarized in writing and signed by the aggrieved person, and the Superintendent and the Association representative within seven (7) days of the meeting.
  - d) If not resolved, the Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association's President(s).
4. Level Three – School Board
  - a) If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, he/she may within seven (7) days after the



decision, or within ten (10) days after the hearing, if no decision is forthcoming, file the grievance with the School Board.

- b) The School Board shall, at its next regularly scheduled meeting, meet with the aggrieved person and with the Association President and/or up to four (4) of his/her representative(s) for the purpose of reviewing and/or resolving the grievance.
- c) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association's President(s) and Grievance Chair.

5. Level Four – Impartial Arbitration

- a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, he/she may, within seven (7) days after the decision, or within ten (10) days after the Board meeting if no decision is forthcoming, request in writing to the President(s) of the Association that the grievance be submitted to arbitration.
- b) The Association shall, within five (5) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing.
- c) The Chairperson of the Board and the President(s) of the Association or their designees shall, within seven (7) days after such written notice, jointly select a single arbitrator who is an experienced, impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within seven (7) days, the American Arbitration Association shall be called upon to select one. Failure to submit the grievance to Arbitration within seven (7) days shall deem the grievance waived.
- d) The arbitrator shall, within thirty (30) days after the hearing, render a decision in writing to all parties in interest, setting forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be submitted to the Board and the 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.

F. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any party in interest may be represented at all levels of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an individual acting in the capacity of a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
2. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure.

G. MISCELLANEOUS RIGHTS

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. 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 reason of such participation.
2. The forms for filing and processing grievances is attached in the Appendix and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association School Representatives, so as to facilitate operation of the grievance procedure.
3. The Board agrees to furnish to the Association information that may be necessary for the Association to process any grievance or complaint.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

**ARTICLE 6  
SCHOOL CALENDAR**

- A. The teacher work year will be one hundred and eighty-one (181) days.
- B. Changes in the school calendar that result in an increase or decrease in the number of teacher days shall be subject to statutory meet and consult and bargaining of impact contained under the Miscellaneous Article of this Agreement.

**ARTICLE 7  
TEACHING HOURS**

- A. As professionals, teachers are expected to devote to their assignments time necessary to meet their professional responsibilities.

- B. Teachers may be given the option to perform work during the summer months, which is not an extension of the school year. Teachers will be paid an hourly rate (currently \$25) established by the Board. Participation in summer work at an hourly rate is not required. If work is required either as an extension of the school year or as mandatory professional duties, teachers will be paid on a per diem basis. Teachers will be notified of the payment calculation (hourly or per diem) prior to performing the work.
- C. The contracted workday for teachers is six (6) hours and forty-five (45) minutes comprised of a six (6) hour and fifteen (15) minute student day and fifteen (15) minutes both before and after school. Additional time necessary for duties may be assigned on a rotating and equitable basis not exceeding thirty (30) minutes before or after the contracted work day for teachers. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the student day. For purposes of the implementation of hour requirements, the student day in each school will be published by the Board before the first teacher workshop day preceding the school year with a copy provided to the President of the Association and posted on the district website. The length of the student day may be modified by the Board and is subject to the meet and consult and impact bargaining requirement contained under Miscellaneous Article of this Agreement. An early-release/late-start day equals one teacher workday.
- D. Any teacher who teaches an additional class throughout a school year on a regular basis will be paid ten percent (10%) of his/her annual salary through payroll.
- E. Teachers shall have a minimum of a twenty-five (25) minute duty free lunch period.
- F. Teachers may leave the building with notification to the administrator or designee during a scheduled non-teaching period.
- G. Teachers may be required to remain after the end of the normal teacher workday (as defined in Section C of this Article) without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month, except in emergencies. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. This limitation will not apply to IEP or 504 meetings. Twice per year, teachers will be required to remain at the end of the regular work day for the purpose of attending a K-12 faculty meeting. K-12 faculty meetings will be held on Early Release Days and will be established on the school calendar. The first Monday of each month will be reserved for Association business (or the first Tuesday of the month in the event the first Monday is a holiday).
- H. An Association representative may speak to the teachers at any meeting referred to in section G above, on the request of the representative, after the meeting is adjourned.

- I. An electronic notice of the agenda for any meeting shall be given to the teachers involved at least one (1) school day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- J. All full-time teachers will receive a minimum of two hundred (200) minutes of instructional preparation time, excluding recess and classroom transitions, per week, scheduled during the student instructional day. Preparation time is also exclusive of administratively mandated meetings. IEP meetings shall not be considered administrative mandated meetings. The amount of preparation time may be modified by the Board and subject to the meet and consult and impact bargaining requirements contained under Miscellaneous Article of this Agreement.
- K. Any teacher who is directed by an administrator to cover another teacher's class because no substitute is available will receive compensatory preparation time at another time within five (5) days of the coverage.

**ARTICLE 8  
TEACHER EMPLOYMENT**

- A. The Board hires teachers in accordance with the rules and procedures of the Maine Department of Education. The hiring decision is a matter of educational policy and/or law and not subject to the grievance procedure.
- B. Each continuing contract teacher shall be notified of his/her contract status at least six (6) calendar months before the terminal date of the contract.
- C. Probationary teachers will be notified of their employment status for the following year by May 14<sup>th</sup>.
- D.
  - 1. All teachers shall be given written notice of their salary (provided the successor collective bargaining agreement has been ratified), class and/or subject assignments and building assignments for the next school year by July 1<sup>st</sup>.
  - 2. If change occurs after July 1<sup>st</sup>, the affected teacher shall be notified in writing. Upon request of the teacher, the Superintendent or designee shall meet with the teacher to explain the cause of the change.
- E. Salaries, Insurance, Leave (Sick, Personal, Bereavement, Family Sick) and Course Reimbursement will be prorated based on the teacher's Full Time Equivalency (FTE) within the District. For example, a 0.8 FTE Employee would receive 80% of 15 Teacher Sick Days = 12.

**ARTICLE 9  
ACADEMIC MATERIALS, TEXTBOOKS, AND RESOURCES**

- A. The Board will provide adequate materials, textbooks and resources to support the academic programs. The issue of educational materials may be modified by the Board and subject to the meet and consult and impact bargaining requirements contained under Miscellaneous Article of this Agreement.
- B. The Board agrees that when a change of text is contemplated, it will consult with those teachers who are to teach the course using such text, and that serious considerations will be given to any recommendations by such teachers.

**ARTICLE 10  
SALARIES**

- A. The salaries of all teachers covered by this Agreement are attached in the Appendix. Each teacher shall be placed on his/her appropriate experience step, which reflects credible service.
  1. For the 2018-19 year, the base salary shall be \$34,550, a 17-step salary schedule with salary columns of BS, MS, MS+15, and MS+30, a 4.4% step index on the base BS salary, and a \$1,598 (4.6% of BS Step 1) raise for all teachers off scale.
  2. For the 2019-20 year, the base salary shall be \$35,550, a 17-step salary schedule with salary columns of BS, MS, MS+15, and MS+30, a 4.4% step index on the base BS salary, and a \$1,600 (4.5% of BS Step 1) raise for all teachers off scale.
  3. For the 2020-21 year, the base salary shall be \$36,550, a 17-step salary schedule with salary columns of BS, MS, MS+15, and MS+30, a 4.4% step index on the base BS salary, and a \$1,608 (4.4% of BS Step 1) raise for all teachers off scale.
  4. Salary columns of BS, MS, MS+15, and MS+30 are eligible for both on-step and off-step teachers.
  5. The BS+15 salary column will be maintained for all employees currently on said column and will also include any employee who applied for the BS+15 column prior to January 15, 2019.
  6. In the event that the salary of any off-step teacher is exceeded by the salary of a teacher on-scale on a lower step (in the same salary column, BS, BS+15, MS, M+15, M+30) the following action will be taken:
    - a) Administration will notify the Association and the impacted employee.
    - b) RSU 23 will apply a salary increase to said off-step employee per the following formula (See Table 1).

$$\text{Salary increase} = \text{Salary Base of Impacted Year} \times 1.5\%$$

- c) In the event the table below (Table 1) does not sufficiently rectify the salary issue, the Superintendent and Association President shall convene and conclude a monetary outcome that remedies said issue to ensure the off-step teacher earns more than the on-step teacher.

<b>Table 1.</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>RSU 23 Base Salary</b>	\$34,550	\$35,550	\$36,550
<b>Salary increase for impacted employee</b>	\$518	\$533	\$548

- B. Salary column status change can only occur at the beginning of the school year provided written notification is given to the Superintendent on or before January 15 of the previous school year.
- C.
1. Before any teacher can advance to a higher salary column (MS, MS+15, or MS+30) on the salary schedule, documentary evidence or transcript of an approved course of study must be submitted in writing to the Superintendent.
  2. Salary lane changes will not occur without the approval of the supervising administrator and verification that the teacher is making a good faith effort to implement the content of the earned credits or degree program.
- D. Upon initial hire, a teacher’s placement on the salary schedule shall be determined by the Superintendent based on the teacher’s prior experience.
- E. When and if the State of Maine ceases paying National Board Certified teachers a stipend for being so certified, the Board will continue to fund that stipend at the rate last paid by the state prior to the stipends cessation. (Currently, that amount is \$2,500).
- F. PAYCHECKS
1. Teachers, on an individual basis, will be paid in twenty six (26) equal payments to be paid on every other Friday throughout the contract year.
  2. Proper payroll deductions shall be made from the last paycheck so as to meet the regulations regarding taxes, retirement funds, 403B accounts, and other authorized deductions so as to afford coverage for the individual until the first deduction the following fall.
  3. Payroll deductions for insurances shall be in twenty-four (24) installments (twice per month).

4. All teachers (except in hardship cases approved by the Superintendent) will have their paychecks directly deposited into any bank offering such a program and will receive an electronic advice notice (check stub) instead of a paper copy, emailed to their work email address.

**ARTICLE 11  
DUES DEDUCTION FROM SALARY**

The RSU 23 School Department will deduct dues for the RSU 23 Education Association, the Maine Education Association, and the National Education Association as authorized in writing by each individual teacher. Local Association dues will be transmitted promptly to the Treasurer of the RSU 23 Education Association and MEA and NEA dues will be transmitted promptly to the MEA, each with the proper accounting to indicate the amount deducted from individual teachers.

**ARTICLE 12  
INSURANCES**

A. HEALTH INSURANCE

1. The Board agrees to contribute towards the monthly premium for the MEA Benefits Trust Choice Plus Plan, if available, for single, adult with children, two-person, or family, as applicable, for teachers at the following rates:

Single	Adult w/C	2 Person	Family
94%	90%	88%	88%

2. Part time teachers who are eligible to participate in the District's health insurance plan shall have their insurance coverage prorated on the same basis as their salary.
3.
  - a) Participating teachers may elect the Standard Plan and shall pay the difference in the cost of the monthly premium.
  - b) Employees will also have the opportunity to participate in the supplementary Blue View Vision program offered through Anthem Blue Cross / Blue Shield at their own expense.
4. Married couples/domestic partners (as definition per Anthem BC/BS) who are both teachers in the district shall receive 100% of the monthly premium paid by the Board for the eligible coverage selected.
5. For teachers who have previously retired as of June 30, 2011 under the Maine Public Employees Retirement System and are covered under that insurance plan, the Board will pay the difference between the contribution made by the State of Maine to the

retiree's health insurance plan and the benefit offered to the individual subscriber within this Agreement. (Currently the State pays 45% of single coverage). Should this percentage of coverage change during the period covered by this Agreement, this percentage will be adjusted to reflect the Board cost of one hundred (100) percent equity for a Single Subscriber Choice Plus Plan for a non-retired teacher. Any rehired retired teacher hired after July 1, 2011 is not eligible for district provided insurance benefits.

6. Employees will be offered an open enrollment period, to be effective September 1<sup>st</sup> or as specified by the carrier.

7. Cash-In-Lieu Program

- a) Any teacher may choose, as an option, not to enroll in the health insurance program offered by the Board under this Article. For any such teacher, the Board, as an alternative, will contribute half of the single coverage premium of the Choice Plus Plan to be disbursed through the payroll process. To receive this benefit the teacher must elect this option by September 15<sup>th</sup> or two (2) weeks after his/her date of hire with the payment being prorated. This benefit will be administered in accordance with all applicable provisions of the IRS Code and the Board's Section 125 plans. This benefit will be prorated over the course of the year. If a change in the teacher's situation requires a change in benefit, it will be handled on an individual, prorated basis. Teachers who are employed less than full-time shall have their benefit prorated to their proportion of full-time employment.
- b) In order to be eligible for this cash-in-lieu of health insurance benefit, the teacher must provide written documentation to the Superintendent that the teacher is covered under another health insurance program other than the District's health insurance plan.

B. DENTAL INSURANCE

The Board agrees to contribute 85% towards the District's monthly premium of the Single Subscriber Delta Dental Plan V with Orthodontic Rider, or a similar plan with similar benefits that will be approved by a review committee of the Board and Association.

C. PRETAX

All premium payments for the insurance benefits to be furnished pursuant of this Article shall be provided under a plan intended to qualify under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). The teacher's portion of the premium cost of the benefits shall be paid by payroll deduction upon receipt of all required documentation on a salary reduction (pre-tax) basis.



**ARTICLE 13  
RETIREMENT BENEFITS**

- A. Any teacher who retires from the School Unit under the Maine Public Employees Retirement System (MPERS), and who has spent the last twenty (20) consecutive years\* prior to retirement within RSU 23 or its component units, and has ninety (90) or more days of unused sick leave, shall receive payment for up to thirty (30) days of his/her unused accumulated sick leave at his/her per diem rate, subject to a maximum of \$12,000. Teachers who wish to receive payment for the unused sick leave must inform the Superintendent in writing of their retirement no later than January 1. The teacher shall submit a binding letter of retirement by April 1<sup>st</sup> effective no later than the succeeding August 31<sup>st</sup>. Payment shall be made on the first payroll in July unless funds are available for payment in June. Exceptions to this provision may be made at the sole discretion of the Board.
- B. Any employee having notified the Superintendent of his/her intent to retire shall be entitled to one day of leave with pay for the purpose of meeting with a representative of the Maine Public Employees Retirement System to discuss his/her individual personal eligibility for benefits from that system.

\*A Board-approved leave of absence will not constitute a break in service.

**ARTICLE 14  
EMPLOYMENT OF RETIRED TEACHERS**

- A. A rehired retired teacher is defined as any teacher who has retired and severed employment prior to September 1, 2011, and who is receiving benefits or is eligible to receive benefits from the Maine Public Employees Retirement System (MPERS), (formerly MSRS), and who has returned to teaching pursuant to 5 M.R.S.A. rule 410.
- B. Any MPERS retired teacher, regardless of previous place of employment who is employed by the Board following his/her retirement shall be hired as a probationary teacher pursuant to title 20-A M.R.S.A. § 13201.
- C. If the teacher was previously employed by RSU 23, there shall be no entitlement to any previous benefit accruals, including but not limited to sick leave, eligibility for other leaves, and severance benefits. No longevity pay or credit for previous experience shall be given.
- D. In the event of a reduction in force, at the Superintendent's discretion, rehired retirees may be designated as the first employee(s) to have their contract terminated. Otherwise, such employees shall be considered as first-year teachers for the purposes of the placement on the seniority list when they are rehired by the Board.
- E. Rehired retirees shall not be eligible for sabbatical.

- F. The Superintendent shall place rehired teachers who are employed in RSU 23 prior to September 1, 2011, on the salary schedule based on the teacher's prior experience.
- G. A rehired retiree who previously worked for RSU 23 and who has previously received a payment for accrued unused sick leave, shall not be eligible for any additional such payments upon final cessation of employment.
- H. Should the Board employ a retiree from MPERS who retired prior to September 1, 2011, the Superintendent will pay the retiree the same cash in lieu benefit that is offered to other teachers.
- I. Notwithstanding the above sections and pursuant to 5 M.R.S.A. §17859,
  - 1. Any teacher who retired from teaching on or after September 1, 2011, may be restored to service in a bargaining unit position for no more than ten (10) years;
  - 2. No contract will exceed one (1) year in length, and multiple contracts may be nonconsecutive, provided that the total number of contract years does not exceed ten (10);
  - 3. The annual contractual salary will be paid at 100% of the step the teacher is placed on when rehired for no more than five (5) years of contracts;
  - 4. Each subsequent annual contractual salary will be paid at 75% of the step the teacher is placed on when rehired for any contract after the fifth contract provided that the total number of contract years does not exceed ten (10); and
  - 5. There can be no more than ten (10) total annual contracts regardless of whether they occur in consecutive years so that no retired rehired teacher will serve for more than ten (10) total years of service.
  - 6. During the period of reemployment, the retired teacher is not entitled to health insurance, dental insurance, or life insurance benefits. The teacher is entitled to all other benefits for the reemployment position as provided by this Agreement.

**ARTICLE 15  
SENIORITY AND REDUCTION IN FORCE**

A. SENIORITY AND REDUCTION IN FORCE

- 1. Seniority lists shall be established by the Board listing all teachers covered by this Agreement, and made available for inspection by the Association by November 1<sup>st</sup>. Seniority shall be based on continuous years of service in the system (RSU 23 and/or Old Orchard Beach, and Saco, and Dayton school systems during the time they were

part of RSU 23). If two or more teachers have the same seniority, then the teacher signature date on the first individual contract with the Board shall determine the more senior. If two or more teachers still have the same seniority, then total teaching experience shall determine the more senior.

2. Once the Board determines that there shall be a reduction in teaching positions, it shall notify the Association.
  3. If the teaching position to be eliminated is in either the K-5 group or the 6-8 group, then all teachers in that group are to be regarded as the group impacted by the reduction. If the teaching position to be eliminated is a departmentalized position in the 9-12 group, then all the positions within the department in that group are to be regarded as the impacted group. If the teaching position to be eliminated is in a district-wide position (School Nurse, Art, Physical Education/Health, Guidance, Special Education, Family and Consumer Science, Technology Education, Library Media Specialist, Social Worker, Music), then the positions within that group are to be regarded as the impacted group.
- B. The teacher to be eliminated shall be determined from within the impacted group on the basis of seniority, qualifications, and expertise, as determined by such factors as evaluations (including effectiveness ratings pursuant to Chapter 508), teaching experience, especially in the subject area covered by the available position, and formal academic background and training, bearing in mind the best interests of the system. In order for evaluations to be used, the Board must have adopted it as a Board policy.
- C. RECALL
1. Any teacher whose position has been terminated pursuant to this Article shall have recall rights, in order of seniority, to vacancies for which he/she is suited by qualifications and ability, as set forth above.
  2. The Superintendent shall deliver a notification of any vacancy to the individuals on the recall list and the Association. Teachers who wish to be considered for any vacancy shall notify the Superintendent in writing within twenty (20) calendar days of the date of the Board's notification letter, or recall rights will be waived.
  3. A teacher's recall rights shall continue for a period not to exceed twenty-four (24) months from the effective date of the teacher's layoff.

## **ARTICLE 16**

### **VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

Definitions:

- Transfer: A move between buildings, which may also involve reassignment.
- Reassignment: A change of grade and/or subject assignment within a building.

A. VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. When any teaching vacancy occurs, a notice shall be posted on the District Website and emailed to the school site email groups at least 10 days before the final date for application submission.
2. Teachers who desire to apply for a vacancy shall submit their application to the Superintendent in writing in such form as the Superintendent shall specify.
3. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building shall express that desire in writing to the Superintendent and building principal(s). Such statement shall include the grade and/or subject area and building to which the teacher wishes to be transferred, in order of preference.
4. It is understood by the parties that hiring decisions are the sole prerogative of the Board and the Superintendent. It is further understood that while teachers have the opportunity to apply for job vacancies and to request reassignment, the administration and Board have full authority to fill positions with candidates of their choice.

B. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. When the Board determines that an involuntary transfer or reassignment is necessary, the Board will notify the Association President within five (5) days following such decision. When an unexpected vacancy occurs, or when changes in staffing patterns are necessitated, the Superintendent will consider the educational needs of the district and the following criteria when selecting the transferee:
  - Length of service in the district,
  - Certification,
  - Major/minor fields of study,
  - Staffing needs of the RSU schools,
  - Work experience,
  - Particular expertise, and
  - Whether a volunteer is available.
2. Once the individual is identified for transfer or reassignment, the employee will receive notification including a written rationale for the transfer or reassignment including the anticipated benefits that would accrue to the District as a result of the transfer or reassignment. If requested, a meeting with the Superintendent will be arranged to clarify the basis for the transfer or reassignment and discuss any concerns with the decision.
3. Should the transfer or reassignment occur during the school year, a teacher shall be paid for 2 days at per diem rates to prepare.

**ARTICLE 17**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. COURSE REIMBURSEMENT

1. To increase additional professional development training, the Board agrees to prepay full tuition charges up to a total of nine (9) graduate, resident University of Southern Maine credits per year for courses taken by a teacher, provided such courses are first approved by the Superintendent in writing. To be approved, the courses and coursework must be demonstrated to be of benefit to the District or with prior written approval of the District's recertification process. The Board agrees to prepay a total value of twelve (12) graduate, resident University of Southern Maine credits per year for courses if the teacher is enrolled and matriculated into an approved graduate degree program. Any exception to this rate of reimbursement or number of credits must have prior written approval of the Superintendent. The teacher must complete and sign the attached pre-authorization form found in the Appendix to this Agreement.
2. For institutions with tuition rates higher than the University of Southern Maine rate per credit, reimbursement for credits at the higher rate shall not exceed the cumulative total of the cost of nine (9) graduate credits (for non-matriculated degree programs) or twelve (12) graduate credits (for matriculated degree programs) at the resident University of Southern Maine rates.
3. It shall be the sole responsibility of the teacher to provide the Superintendent with satisfactory evidence (a grade of "B" or better or "Pass" in a "Pass/Fail" course) of completion of any such course for which has been prepaid. Within thirty (30) days after the completion of the course or when the course was to end, a transcript or official grade report must be submitted. If, after thirty (30) days, the teacher has not submitted satisfactory evidence of successful completion of coursework, the Superintendent will deduct all prepayments from the teacher's salary. Any exceptions to this are at the discretion of the Superintendent.

B. NATIONAL BOARD CERTIFICATION

1. Teacher participation in National Board Certification shall be voluntary.
2. Teachers wishing to pursue National Board Certification shall be reimbursed the full cost of the application fee.
3. Candidates for National Board Certification will be granted up to three (3) days of release time with pay at times selected by the candidate to prepare their portfolio.

**ARTICLE 18  
TEACHER EVALUATION**

- A. The purpose of teacher evaluation is for professional growth and performance evaluation.

1. Teachers shall be provided with a written/electronic copy of the evaluation criteria and the evaluation form at the beginning of each school year.
  2. Teachers shall be evaluated periodically by Administrator(s) designated by the Superintendent or his/her administrative representative. The evaluation shall be conducted in accordance with Board policy. Teachers shall be notified of whom their evaluator(s) will be by October 1<sup>st</sup>.
  3. Evaluators will meet or provide the opportunity to meet with teachers within ten (10) working days of the observation for the purpose of discussing the observation, unless an emergency prevents such scheduling.
  4. All evaluations will be completed by April 7<sup>th</sup> for probationary and continuing contract teachers.
- B. Pursuant to Title 20-A, Chapter 508, evaluations conducted and effectiveness ratings resulting from implementation of a system under the chapter shall be performed consistent with the TEPG system developed in collaboration with the Association and adopted by the Board and in good faith.

## **ARTICLE 19 SICK LEAVE**

- A.
1. Leave for personal illness shall be granted at the rate of 15 days per school year, accumulative to a maximum of 160 days including days from previous years. At the beginning of the work year, a teacher is entitled to his/her accumulative maximum from the previous year plus the annual 15 days. At the end of the work year, a teacher's number of sick leave days to be carried over shall not exceed the maximum accumulative days provided in this provision. Leave days shall be credited as of the first workday of the school year provided the employee reports for work on that day or is on an approved leave. For those hired after the first day of school, sick leave days will be prorated. Any teacher employed during 2010-11 in Old Orchard Beach with a sick leave accumulation greater than 160 days (to a maximum of 180 days), shall be grandfathered at those accumulations above 160.
  2. Each teacher's current sick leave, family sick leave, and personal business leave balances will be indicated on his/her paycheck for each pay period.
- B. To ensure the appropriate use of sick leave, the Superintendent or designee may discuss and request a physician's certificate for any teacher with a pattern of sick leave usage that indicates possible abuse and/or has used five (5) or more days in one school year.
- C. The physician's certificate is not intended to state the specific nature of the illness or disability but only whether the illness or disability prevented the teacher from performing his/her job responsibilities. The Superintendent or designee may request another

physician's opinion and shall make the arrangements for another medical opinion. The District will cover any expense incurred by such a request for another opinion. Failure to comply with a request for a certificate shall result in a loss of pay or other appropriate discipline for the day(s) in question.

- D. If a teacher is eligible for workers' compensation benefits, the teacher shall receive full sick leave pay, provided that he/she has accumulated sick leave available, until workers' compensation benefit payments begin. Once workers' compensation benefit payments begin, the employee shall receive from his/her accumulated sick leave the difference between the amount of his/her regular net pay and the amount received as workers' compensation. The difference shall be charged on a pro-rated basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted. Should an employee not wish to use his/her accumulated sick leave when workers' compensation benefit payments begin, he/she shall so notify the Superintendent in writing.

E. SICK LEAVE BANK

1. The purpose of the sick leave bank is to provide income protection for second year probationary or continuing contract teachers who are members of the sick leave bank who, because of prolonged illness, have exhausted their accumulated sick leave benefits and are unable to return to work, including the performance of alternative work assignments.
2. The sick leave bank will be administered by a continuing committee composed of the Superintendent, a Board member, and two (2) teachers designated by the Association. A majority vote of the committee shall be required for any days to be granted. The sick leave bank committee ("committee") shall annually report to the RSU 23 Board of Directors ("Board"), the Association and the members of the sick leave bank, indicating the use of the sick leave bank regarding the days used, balances available, and/or general operation procedures. The committee may submit recommendations for modification to the operation of the sick leave bank to the Board and the Association. If the recommendations are ratified by the Board and the Association, the recommendations shall be implemented.
3. At the beginning of each school year, a ten (10) day notice will be provided from the Superintendent's office to allow teachers to enroll or discontinue membership in the sick leave bank. Absent a request to discontinue membership in the sick leave bank, participating teachers will automatically continue to be enrolled. If a teacher opts to discontinue membership, he/she shall not be a participating member and shall not be eligible for the sick leave bank.
4. Each second year teacher will be automatically enrolled in the sick leave bank and one (1) day of his/her accumulated sick leave will be placed in the sick leave bank and the teacher shall be provided written notification by the central office. If the

teacher does not want to participate, he/she will notify the central office in writing on the sick leave bank form within ten (10) day of its receipt.

5. When an eligible teacher has used all of his/her accumulated sick leave, he/she may draw on the sick leave bank, provided he/she meets the conditions established below. To qualify for sick leave from the sick leave bank, a teacher must have:
  - a) Contributed one (1) day of his/her own personal sick leave and be a current sick leave bank member;
  - b) Used all of his/her personal sick leave;
  - c) Provided a doctor's certificate regarding the illness that prevents the individual from attending work.
6. Members withdrawing sick leave days from the bank will not have to replace those days, except as a regular contributing member of the bank.
7. The initial request for use of the sick leave bank shall be for no more than 30 days unless otherwise specified by a physician and approved by the committee. After committee review, additional days may be granted by the committee in blocks of up to thirty (30) days. Upon request and approval of the committee, the thirty day limit may be waived. A second, 5-day waiting period, may be waived by the committee if the prolonged illness extends into the subsequent school year.
8. In order to receive sick leave bank days, the teacher must agree in writing that in the event the teacher is subsequently deemed eligible for a Maine Public Employees Retirement System's disability retirement and, in fact, receives a disability retirement from MPERS or from a private income protection plan, the teacher must repay the district the amount equivalent to the daily amount received from the insurance carrier or the MPERS, if any, after the effective date of the disability retirement or income protection plan. The intent of this provision is to prevent a double payment of sick leave or an extension of paid health insurance benefits.
9. Sick leave days, once contributed to the bank, may not be withdrawn by the employee, except as a member accessing the sick leave bank under the provisions provided in this Agreement. A member who uses the sick leave bank in any given year is encouraged to contribute a sick leave day to the bank in the following year.
10. The sick leave bank will begin in 2014/15 with 150 days. The maximum number of sick leave days available in any one year in the sick leave bank shall be 500. If the 500 days are used in any year, the committee may request that the Board grant a waiver of the 500 days limit. If granted, the Board shall establish the number of additional sick leave bank days to be available.



11. In the event that the number of sick leave days in the sick leave bank falls below fifty (50) days, all participating bank members must contribute an additional day of sick leave to remain eligible for sick leave bank usage; except that the second year probationary teachers will not have to contribute more than the initial contribution of one (1) day in their first year of participation in the bank. The Committee will notify the Association and the Superintendent two (2) weeks prior to the teachers being notified of the assessment. Teachers will be notified by the Committee at the time the assessment is made.
12. Usage of the sick leave bank is not subject to the grievance procedure. Violations of the procedural requirements of the sick leave bank are subject to the grievance procedure.

## **ARTICLE 20 TEMPORARY LEAVES OF ABSENCE**

### **A. ILLNESS IN THE FAMILY**

All teachers are allowed three (3) days' leave annually for illness in the immediate family: mother, father, husband, wife, sister, brother, children or any member of the same household as the teacher. These days will not be deducted from the teacher's sick leave. Additional days may be granted at the discretion of the Superintendent and will be deducted from the teacher's sick leave. The Superintendent's decision is appealable to the Board, whose decision shall be final.

### **B. BEREAVEMENT LEAVE**

In the case of the death of a member of the immediate family, up to five (5) days of leave with pay shall be allowed for each occurrence. Immediate family shall be defined as: parent, parent-in-law, spouse, children, brother, sister or any member of the same household as the teacher. In the case of death of other relatives or in-laws, up to two (2) days per occurrence shall be allowed. The Superintendent has the discretion to grant additional days including the determination of a request for bereavement leave of significant others, which will be decided on a case-by-case basis.

### **C. PERSONAL LEAVE**

All teachers may be allowed three (3) days for personal business. A one (1) week notification to the building principal shall be given except in the case of emergency (one month, whenever possible, if the day falls prior to or following a vacation). Exceptions to these requirements may be granted at the sole discretion of the Superintendent, whose decision shall not be grievable.

- D. Additional days pertaining to paragraphs A, B, and C shall be granted at the discretion of the Superintendent and will be deducted from the teacher's sick leave.

E. JURY LEAVE AND MILITARY LEAVE

Jury leave and military leave shall be governed and controlled by State of Maine and Federal Law. Teachers who have had their professional teaching careers interrupted by mandated military service by Government Act of the United States will be granted credit for experience equal to one-half (1/2) of their service time, but not to exceed two (2) years.

F. ATTENDANCE SALARY INCENTIVE

Teachers shall be entitled to receive an attendance salary incentive at the end of each school year as listed here in paragraph F. Days that would count towards “being absent” would be defined as the following leaves: sick days, illness in the family days, sabbatical leave days, extended leave days and child care leave days. Days that would not count towards “being absent” would include approved professional/conference days, jury duty days, personal days, bereavement days and military leave days.

Incentive Amounts:

Perfect attendance	\$500
1 day absent	\$250

In addition, unused personal days shall be compensated as follows:

3 unused days \$150

**ARTICLE 21  
SABBATICAL LEAVES**

- A. A sabbatical leave may be granted to a teacher by the Board for further study and/or for other reasons of value to the RSU, subject to the following conditions:
1. If there are a number of qualified applicants in any one year, sabbatical leaves may be granted to a maximum of three (3) teachers per school year.
  2. The teacher will have completed seven (7) years of consecutive teaching in the RSU, and/or the component entities of Old Orchard Beach, Dayton and Saco school systems.
- B. A teacher may apply for a sabbatical by submitting a request using a form found in the Appendix to the Superintendent no later than September 30<sup>th</sup> of the year preceding the school year for which the sabbatical leave is requested. The proposal shall include:
1. Purpose of the leave, including the goals to be accomplished.
  2. Area of study (including study in another area of specialization and/or travel);
  3. Activities to be carried on by the teacher;

4. The benefits and value of the leave to the teacher and the district.
5. How the leave is the best way to accomplish the stated goals.

C. The School Board may grant the request subject to the following conditions:

1. A teacher who is granted a sabbatical leave agrees to return to the school system for a minimum of three (3) years. A teacher shall execute a written sabbatical leave agreement guaranteeing this, as found in the Appendix. If a teacher does not fulfill the three (3) year obligation, a teacher shall reimburse the Board a pro rata share of the pay and benefits received on sabbatical leave based on the number of years and time teaching after the teacher's return to the district from sabbatical leave. The Superintendent may waive this repayment obligation partially or totally, on a case-by-case basis, if an accident or illness prevents a teacher from returning to work and the teacher is required to resign. If the teacher's position is eliminated, the Reduction in Force language will be followed, and no repayment obligation will be required.
2. A teacher on sabbatical leave shall be considered an employee and receive all benefits due any teacher excluding temporary leaves such as sick leave, family illness leave, bereavement leave, personal leave, or sick leave bank. Sick leave does not accrue while on sabbatical leave.
3. A teacher on sabbatical leave shall receive one-half their salary for the duration of the approved sabbatical leave.
4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the period of sabbatical leave. A teacher will be reinstated into his/her former position, or a position designated in the sabbatical leave agreement. In the event the teacher's position has been eliminated, the Reduction in Force language will be followed.
5. Upon completion of the sabbatical leave, the teacher shall submit to the Board a report of his/her sabbatical and the accruing benefits to the teacher.

**ARTICLE 22**  
**EXTENDED LEAVES OF ABSENCE AND CHILD CARE LEAVE**

- A. A continuing contract teacher may receive a leave of absence, without pay or benefits, of up to one (1) school year for the purpose of caring for the teacher's newborn or adopted child, or to avoid exposure to a disease, which would adversely affect the teacher's unborn fetus. Such leave, if taken, shall terminate at the end of the school year or the half year, whichever is applicable. Leave of a different duration may be granted for these purposes at the discretion of the Board.

- B. A continuing contract teacher may receive a leave of absence, without pay or benefits, for the purpose of caring for a sick member of the immediate family. Immediate family shall be defined for this provision as mother, father, spouse, brother, sister, child or any other member of the family living in the teacher's household.
- C. Upon expiration of the leave, the teacher shall be reinstated to his/her former position held and experience step earned at the time of leave. In the event that the teacher's position has been eliminated, the Reduction in Force language (Article 15) will be followed.
- D. TEACHER RELEASE POSITIONS

A teacher may be granted a leave for one (1) year, renewable for up to two (2) years, to serve in an RSU 23 position outside of the bargaining unit, including administrative positions. A teacher on leave shall retain his/her seniority including salary step(s) and this leave will not constitute a break in service. At the end of the leave, a teacher will return to his/her former position. In the event that the position has been eliminated, the Reduction in Force language will be followed. At the end of the leave period, if a teacher chooses to not return to a teaching position, he/she will no longer be considered a part of the bargaining unit and this will constitute a break in service.

A job description will be provided for each release position, and if the job description changes, the position will be reposted.

### **ARTICLE 23 STIPENDS**

- A. Stipend positions will be calculated on a predetermined percentage of the base teaching salary scale. This percentage shall be determined and reviewed by mutual agreement as set forth in item E of this Article. The list of stipend positions will be attached as found in the Appendix to this Agreement.
- B. It is understood that any stipend position appointment is a one (1) year appointment, and not an entitlement for a subsequent appointment, and is not grievable. Employees hired for a stipend position will receive an annual salary agreement listing the title of the position, salary and years of experience.
- C. When extensions to a regular season occur due to championship competition, the coaches will be compensated that season by prorating the additional time spent using the regular season as a base with the approval of the Superintendent.
- D. All stipends that are compensated under percentage of base will receive longevity pay to a maximum of \$750 or 30% of their stipend, whichever is less (see chart\*). Longevity pay will only apply to stipends that are paid to individuals who work directly with students.

	Maximum	Minimum
Step (Years)	Longevity Pay*	Longevity Pay*
1-4	\$0	\$0
5-7	\$250	10% of stipend
8-10	\$500	20% of stipend
11+	\$750	30% of stipend

A coach who changes positions in the same sport within RSU 23 will retain his/her longevity. New coaches/advisors may, with the approval of the Superintendent, be credited with years of experience from (an)other school system(s).

- E. The parties hereto agree to form a Stipend Review Committee, to be composed of one (1) member of the Board, the Superintendent or designee, two (2) members of the Association, one (1) athletic coach, one (1) co-curricular advisor, the high school principal and the middle school principal, the athletic director and assistant athletic director. The Stipend Review Committee will meet at least annually, prior to January, to review stipend issues. The parties further agree that a Stipend Review Committee will meet annually to determine a) if the approved criteria have changed with administrative approval, b) if the stipends are competitive and/or comparable with other schools. If the criteria have changed, the Stipend Review Committee will determine if the compensation needs to be changed to reflect the most recent criteria. If it is determined by the Stipend Review Committee that the stipends are not competitive and/or comparable with other schools, a recommendation will be made to the Board and to the Association to increase or decrease the compensation. Any change in compensation will be submitted to the Board and the Association for ratification.
- F. The parties agree that all new personnel elected by the Board to stipend positions during the term of this Agreement or when new stipend positions are created shall be assigned appropriate compensation by the Superintendent in accordance with the stipend job criteria in effect at the time of hire.

**ARTICLE 24  
ASSOCIATION RIGHTS**

A. RELEASE TIME FOR ASSOCIATION BUSINESS

1. The President of the RSU 23 Education Association or his/her designee(s) shall be allowed a total of four (4) days for Association business. Additional days may be granted by the Superintendent. The RSU 23 Education Association President shall notify the Superintendent or designee, at least two (2) days in advance of use of these release days. In the case of an emergency, the Superintendent or designee may waive the two (2) day notice.

2. Teachers may be released at the close of student days in order to attend committee meetings of the RSU 23 Education Association. Teachers are responsible for arranging coverage for regularly assigned duties.
3. Whenever any representative(s) of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact-finding, arbitration, conferences or meetings, he/she shall suffer no loss in pay. A forty-eight (48) hours' notice will be given to each principal to arrange for coverage.

B. EMAIL USE

The Association shall have the use of the District email to communicate with its members for informational purposes about regular Association business. The Association will not use district email to the detriment of the Board or its policies.

**ARTICLE 25  
TRAVEL**

Approved travel will be reimbursed at the IRS rate effective September 1<sup>st</sup> of each school year.

**ARTICLE 26  
MISCELLANEOUS PROVISIONS**

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- B. After ratification, current copies of this Agreement shall be posted as a PDF on the District's website.
- C. If any provision of the Agreement or any application thereof to any teacher or group of teachers is found to be contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. Pursuant to 26 M.R.S.A. § 965(C), the Board shall notify the President of the Association in writing whenever a change in educational policy is contemplated that would impact teachers' wages, hours, and working conditions. Upon written request, the Board shall meet and consult with the Association concerning educational policies and contemplated changes therein and bargain the impact. Any agreement reached as a result of impact bargaining shall be submitted to the Board and Association for ratification. Upon ratification, the provisions shall be appended to this Agreement.


- B. After ratification, current copies of this Agreement shall be posted as a PDF on the District's website.
- C. If any provision of the Agreement or any application thereof to any teacher or group of teachers is found to be contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. Pursuant to 26 M.R.S.A. § 965(C), the Board shall notify the President of the Association in writing whenever a change in educational policy is contemplated that would impact teachers' wages, hours, and working conditions. Upon written request, the Board shall meet and consult with the Association concerning educational policies and contemplated changes therein and bargain the impact. Any agreement reached as a result of impact bargaining shall be submitted to the Board and Association for ratification. Upon ratification, the provisions shall be appended to this Agreement.

**ARTICLE 27  
DURATION OF AGREEMENT**

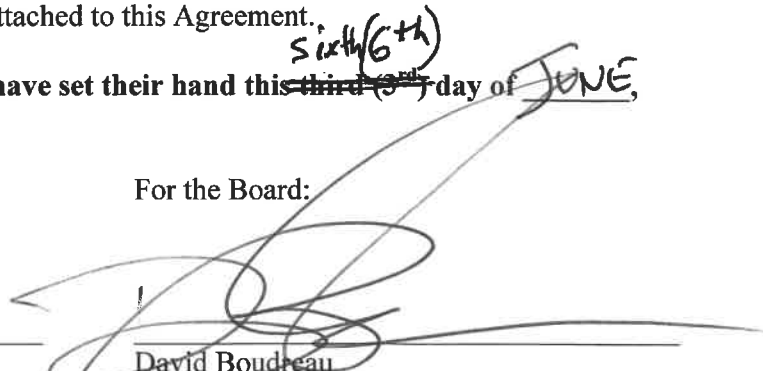
- A. This Agreement shall be retroactively effective as of September 1, 2018, and shall continue in effect until August 31, 2021. Retroactive wage increases shall be made only for employees currently employed by the RSU as of the date the agreement is fully signed, except that no retroactive wage payments will be made if this agreement is not ratified by the RSU 23 Teachers Association before June 30, 2019. Pursuant to 26 M.R.S.A. § 964-A, the grievance arbitration provisions of the expired contract remain in effect until the parties execute a new contract. In any arbitration that is conducted, an arbitrator shall apply only those provisions enforceable by virtue of the static status quo doctrine and may not add to, restrict or modify the applicable status quo following the expiration of the Agreement unless the parties have otherwise agreed in the collective bargaining agreement.
- B. During the life of this Agreement, any provision may be reopened by written agreement between the Board and the Association. Any tentative agreement reached, shall be subject to ratification by the parties and attached to this Agreement.

In witness whereof, the parties hereto have set their hand this <sup>Sixth (6th)</sup> ~~third (3rd)~~ day of JUNE, 2019.

For the Association:

  
 John C. Nye  
 RSU 23 Education Association President

For the Board:

  
 David Boudreau  
 Chair of the RSU 23 Board of Directors

**RSU 23  
GRIEVANCE FORM**

Grievant: \_\_\_\_\_ Position: \_\_\_\_\_ School: \_\_\_\_\_

Contract provision involved:

Date of alleged grievance:

Description of alleged grievance:

Remedy requested:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Date Filed:

Level 1 \_\_\_\_\_

Level 3 \_\_\_\_\_

Level 2 \_\_\_\_\_

Level 4 \_\_\_\_\_



## Teacher Salary Scales

	2019-2020	1000	35550	\$1,564.20		\$1,599.75	for step 18+
1	2	3	4	5	6		
	BS	***BS+15	M	M + 15	M + 30		
1	\$35,550.00	\$37,114.20	\$38,678.40	\$40,242.60	\$41,806.80	0.044	\$1,564.20
2	\$37,114.20	\$38,678.40	\$40,242.60	\$41,806.80	\$43,371.00	0.045	\$1,599.75
3	\$38,678.40	\$40,242.60	\$41,806.80	\$43,371.00	\$44,935.20		
4	\$40,242.60	\$41,806.80	\$43,371.00	\$44,935.20	\$46,499.40		
5	\$41,806.80	\$43,371.00	\$44,935.20	\$46,499.40	\$48,063.60		
6	\$43,371.00	\$44,935.20	\$46,499.40	\$48,063.60	\$49,627.80		
7	\$44,935.20	\$46,499.40	\$48,063.60	\$49,627.80	\$51,192.00		
8	\$46,499.40	\$48,063.60	\$49,627.80	\$51,192.00	\$52,756.20		
9	\$48,063.60	\$49,627.80	\$51,192.00	\$52,756.20	\$54,320.40		
10	\$49,627.80	\$51,192.00	\$52,756.20	\$54,320.40	\$55,884.60		
11	\$51,192.00	\$52,756.20	\$54,320.40	\$55,884.60	\$57,448.80		
12	\$52,756.20	\$54,320.40	\$55,884.60	\$57,448.80	\$59,013.00		
13	\$54,320.40	\$55,884.60	\$57,448.80	\$59,013.00	\$60,577.20		
14	\$55,884.60	\$57,448.80	\$59,013.00	\$60,577.20	\$62,141.40		
15	\$57,448.80	\$59,013.00	\$60,577.20	\$62,141.40	\$63,705.60		
16	\$59,013.00	\$60,577.20	\$62,141.40	\$63,705.60	\$65,269.80		
17	\$60,577.20	\$62,141.40	\$63,705.60	\$65,269.80	\$66,834.00		
<p>***The BS+15 salary column will be maintained for all employees currently on said column and will also include any employee who applied for the BS +15 column prior to January 15, 2019. Otherwise the lane is frozen.</p>							

	2018-19	1000	34550	\$1,520.20		\$1,589.30	for step 18+
1	2	3	4	5	6		
	BS	BS+15	M	M + 15	M + 30		
1	\$34,550.00	\$36,070.20	\$37,590.40	\$39,110.60	\$40,630.80	0.044	\$1,520.20
2	\$36,070.20	\$37,590.40	\$39,110.60	\$40,630.80	\$42,151.00	0.046	\$1,589.30
3	\$37,590.40	\$39,110.60	\$40,630.80	\$42,151.00	\$43,671.20		
4	\$39,110.60	\$40,630.80	\$42,151.00	\$43,671.20	\$45,191.40		
5	\$40,630.80	\$42,151.00	\$43,671.20	\$45,191.40	\$46,711.60		
6	\$42,151.00	\$43,671.20	\$45,191.40	\$46,711.60	\$48,231.80		
7	\$43,671.20	\$45,191.40	\$46,711.60	\$48,231.80	\$49,752.00		
8	\$45,191.40	\$46,711.60	\$48,231.80	\$49,752.00	\$51,272.20		
9	\$46,711.60	\$48,231.80	\$49,752.00	\$51,272.20	\$52,792.40		
10	\$48,231.80	\$49,752.00	\$51,272.20	\$52,792.40	\$54,312.60		
11	\$49,752.00	\$51,272.20	\$52,792.40	\$54,312.60	\$55,832.80		
12	\$51,272.20	\$52,792.40	\$54,312.60	\$55,832.80	\$57,353.00		
13	\$52,792.40	\$54,312.60	\$55,832.80	\$57,353.00	\$58,873.20		
14	\$54,312.60	\$55,832.80	\$57,353.00	\$58,873.20	\$60,393.40		
15	\$55,832.80	\$57,353.00	\$58,873.20	\$60,393.40	\$61,913.60		
16	\$57,353.00	\$58,873.20	\$60,393.40	\$61,913.60	\$63,433.80		
17	\$58,873.20	\$60,393.40	\$61,913.60	\$63,433.80	\$64,954.00		
<p>***The BS+15 salary column will be maintained for all employees currently on said column and will also include any employee who applied for the BS +15 column prior to January 15, 2019. Otherwise the lane is frozen.</p>							

	2020-2021	1000	36550	1608.2			\$1,608.20	for step 18+
1	2	3	4	5	6			
	BS	BS+15	M	M + 15	M + 30			
1	\$36,550.00	\$38,158.20	\$39,766.40	\$41,374.60	\$42,982.80		0.044	\$1,608.20
2	\$38,158.20	\$39,766.40	\$41,374.60	\$42,982.80	\$44,591.00			
3	\$39,766.40	\$41,374.60	\$42,982.80	\$44,591.00	\$46,199.20			
4	\$41,374.60	\$42,982.80	\$44,591.00	\$46,199.20	\$47,807.40			
5	\$42,982.80	\$44,591.00	\$46,199.20	\$47,807.40	\$49,415.60			
6	\$44,591.00	\$46,199.20	\$47,807.40	\$49,415.60	\$51,023.80			
7	\$46,199.20	\$47,807.40	\$49,415.60	\$51,023.80	\$52,632.00			
8	\$47,807.40	\$49,415.60	\$51,023.80	\$52,632.00	\$54,240.20			
9	\$49,415.60	\$51,023.80	\$52,632.00	\$54,240.20	\$55,848.40			
10	\$51,023.80	\$52,632.00	\$54,240.20	\$55,848.40	\$57,456.60			
11	\$52,632.00	\$54,240.20	\$55,848.40	\$57,456.60	\$59,064.80			
12	\$54,240.20	\$55,848.40	\$57,456.60	\$59,064.80	\$60,673.00			
13	\$55,848.40	\$57,456.60	\$59,064.80	\$60,673.00	\$62,281.20			
14	\$57,456.60	\$59,064.80	\$60,673.00	\$62,281.20	\$63,889.40			
15	\$59,064.80	\$60,673.00	\$62,281.20	\$63,889.40	\$65,497.60			
16	\$60,673.00	\$62,281.20	\$63,889.40	\$65,497.60	\$67,105.80			
17	\$62,281.20	\$63,889.40	\$65,497.60	\$67,105.80	\$68,714.00			
<p>***The BS+15 salary column will be maintained for all employees currently on said column and will also include any employee who applied for the BS +15 column prior to January 15, 2019. Otherwise the lane is frozen.</p>								

**RSU 23**  
**Course Pre-Payment Authorization for Reimbursement Form**

**For Direct Payment Option – Employee Payroll Deduction Authorization Form**  
**(One form will be used for each course tuition request)**  
**For Teachers**

I agree that the following tuition charges of \$\_\_\_\_\_ will be paid by RSU 23 to me directly, in the form of a direct payment option for the approved educational course listed below, pursuant to Article 10 of the existing Teacher’s Collective Bargaining Agreement.

In the event that I do not successfully complete the course(s) with a grade of “B” or better, or a grade of “Pass” in a Pass/Fail course, or do not provide within thirty (30) calendar days of receipt of written notification of satisfactory completion of the course, or the ending date of such course, I shall reimburse RSU 23 the amount of tuition payment made on my behalf. Unless other repayment arrangements have been made with the Superintendent in writing, any reimbursement owed to the District by me shall be made by payroll deduction in four (4) consecutive equal payments, or less in the event there are fewer than four (4) pay periods remaining in the contract year. Full payment may be made to the business office at any time.

It is also my understanding that should I end my employment with RSU 23 for any reason, I remain liable for the above-mentioned debt and any remaining balance shall be collected by payroll deduction in the next available pay period.

Course Title: \_\_\_\_\_

Number of credit hours: \_\_\_\_\_ Total (tuition only) costs: \_\_\_\_\_

Institution: \_\_\_\_\_

Starting date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*For Business Office Use Only*

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## **RSU 23**

### **Policy GCOA Supervision and Evaluation of Professional Staff**

In RSU 23, the primary purposes of this policy will be instructional improvement and professional growth. RSU 23 believes that teacher supervision, which includes the evaluation process, should be authentic and reflect the actual work of teachers. Teacher supervision should result in a positive and growth-evoking experience for the teacher, where feedback is provided and used to improve instructional effectiveness, and result in improved student learning opportunities and results. The evaluation system distinguishes three proficiency levels (Level I, Level II and Level III) and outlines accompanying administrator/teacher responsibilities/activities.

Teachers will receive a copy of the end-of-the-year Evaluation Summary Page completed by an appropriate administrator. When applicable, the administrator may receive input from others with supervisory responsibilities. A copy of the signed Evaluation Summary Page will be filed in the teacher's personnel file. If a Targeted Growth Plan is developed, a copy of it will be filed in the teacher's personnel file.

The evaluation system will include the following:

- Classroom observations with the opportunity for teacher feedback
- End-of-year Evaluation Summary Page
- Teacher Reflection and Professional Growth Form
- Performance evaluations based on the use of RSU 23 Teacher Evaluation Rubrics
- Administrative recommendation for the teacher for the next school year

### **Level I**

#### Group Involved

- All first and second year teachers (beginning in 2012/13 it will be all first, second and third year teachers)
- Any teacher on continuing contract who is not identified as "effective" or better in all domains on the Evaluation Summary Page

#### Activities – Annual

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment by September 30th
- Using the Professional Growth Form, teachers will self-determine areas of growth and review them with their supervisor/principal by September 30th, and priority will be given to domains in need of growth

- If required, a Targeted Growth Plan will be developed by the administrator with teacher input
- Brief, frequent, non-scheduled walkthrough observations will be conducted, that are 5-15 minutes in duration, with an administrative option for the duration to be longer. The administrator will complete a Walkthrough Observation Form after each observation to share with the teacher. A minimum of 10 walkthrough observations will be done by April 1st, with additional observations occurring through the end of the school year
- Feedback conversations between the administrator and teacher will be done, conducted in person and within five days after each observation
- Using the RSU 23 Teacher Evaluation Rubrics, the Evaluation Summary Page will be completed and a recommendation for the next school year will be made by the administrator for the teacher

A Targeted Growth Plan will be required for teachers on a continuing contract:

- Who need improvement in two or more of the domains
- Who are in the second year of needing improvement in one of the domains
- For any teachers who do not meet standards, at any time, in a single domain

**Level II**

Group Involved

- Teachers under continuing contract and identified as “effective” in all domains

Activities – Three-Year Cycle

Year One

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment by October 30th
- Teachers will identify performance/improvement expectations with their supervisor/principal, and priority will be given to domains in need of improvement
- Occasional, unscheduled classroom observations will be conducted that are 5-15 minutes in duration, with an administrative option for the duration to be longer

Year Two

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by October 30th
- Teachers will identify performance/improvement expectations with their supervisor/principal, and priority will be given to domains in need of improvement

- Occasional, unscheduled classroom observations will be conducted that are 5-15 minutes in duration, with an administrative option for the duration to be longer

#### Year Three

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by September 30th
- Using the Professional Growth Form teachers will self-determine areas of growth and review them with their supervisor/principal by September 30th, and priority will be given to domains in need of growth
- Brief, frequent, non-scheduled walkthrough observations will be conducted, that are 5-15 minutes in duration, with an administrative option for the duration to be longer. The administrator will complete a Walkthrough Observation Form after each observation to share with the teacher. A minimum of 10 walkthrough observations will be done by April 1st, with additional observations occurring through the end of the school year
- Feedback conversations between the administrator and the teacher will be conducted in person and within five days after each observation
- Using the RSU 23 Teacher Evaluation Rubrics, the Evaluation Summary Page will be completed and a recommendation for the next school year will be made by the administrator for the teacher

Note: Individual teachers in Level II who do not maintain the “effective” level may be placed on Level I the following year. The administrator will specifically identify areas/domains of concern.

### **Level III**

#### Group Involved

- Teachers under continuing contract and identified as “effective” in all domains and “highly effective” in a minimum of one domain

#### Activities – Five-Year Cycle

The teacher, with administrator approval, will select/design a professional growth activity to be completed by May 15th. This may be completed anytime during the first four years of the Level III evaluation cycle.

#### Year One

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by October 30th
- Teachers will identify performance/improvement expectations with their supervisor/principal, and priority will be given to domains in need of improvement
- Occasional, unscheduled classroom observations will be conducted that are 5-15 minutes in duration, with an administrative option for the duration to be longer

#### Year Two

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by October 30th
- Teachers will identify performance/improvement expectations with their supervisor/principal, and priority will be given to domains in need of improvement
- Occasional, unscheduled classroom observations will be conducted that are 5-15 minutes in duration, with an administrative option for the duration to be longer

#### Year Three

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by October 30th
- Teachers will identify performance/improvement expectations with their supervisor/principal, and priority will be given to domains in need of improvement
- Occasional, unscheduled classroom observations will be conducted that are 5-15 minutes in duration, with an administrative option for the duration to be longer

#### Year Four

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by October 30th
- Teachers will identify performance/improvement expectations with their supervisor/principal, and priority will be given to domains in need of improvement
- Occasional, unscheduled classroom observations will be conducted that are 5-15 minutes in duration, with an administrative option for the duration to be longer

#### Year Five

- Using the RSU 23 Teacher Evaluation Rubrics, teachers will conduct a self-assessment and review it with their supervisor/principal by September 30th
- Using the Professional Growth Form teachers will self-determine areas of growth and review them with their supervisor/principal by September 30th, and priority will be given to domains in need of growth
- Brief, frequent, non-scheduled walkthrough observations will be conducted, that are 5-15 minutes in duration, with an administrative option for the duration to be longer. The administrator will complete a Walkthrough Observation Form after each observation to

share with the teacher. A minimum of 10 walkthrough observations will be done by April 1st, with additional observations occurring through the end of the school year

- Feedback conversations between the administrator and the teacher will be conducted in person and within five days after each observation
- Using the RSU 23 Teacher Evaluation Rubrics, the Evaluation Summary Page will be completed and a recommendation for the next school year will be made by the administrator for the teacher

For teachers at Level III, it is a professional responsibility to contribute to the overall development of our professional learning community through one or more of the following activities:

- Portfolio development
- Professional growth project
- Curriculum project
- Assessment project
- New teacher mentoring
- Mentoring of a Level I teacher
- Run a book group/study group/teacher led group
- Action research/course work/workshop/apply learning for student achievement
- Provide professional development for recertification
- Other accepted activities

Note: Individual teachers in Level III who do not maintain the “effective” level in all domains and at least one “highly effective” level in one domain may be placed on Level II the following year, or on Level I if all domains are not maintained at least in the “effective” level. The administrator will specifically identify areas of concern.

#### Verbal and Written Notice

Teachers whose work is unsatisfactory will receive timely verbal and written notice so that expected improvements may be made before a final employment decision is reached. In cases where teachers feel that they have been unfairly evaluated, they may appeal to the Superintendent, and to the Board. Teachers have the option to provide a written response to evaluations and observation reports.

#### Notification and Recommendation Dates



February 28 Supervisors/principals will complete an employment recommendation in writing for each teacher who has worked in RSU 23 for more than three years on or before February 28th. This recommendation will be used to recommend teachers to the Board for renewal, for continuing contract, for renewal and monitor, or for non-renewal.

April 7 Supervisors/principals will complete an employment recommendation in writing for each teacher who has worked in RSU 23 one through three years on or before April 7th. This recommendation will be used to recommend teachers to the Board for renewal, for continuing contract, for renewal and monitor, or for non-renewal.

**RSU 23**  
**REQUEST FOR SABBATICAL LEAVE – CRITERIA**  
**(To be completed by the Teacher requesting a sabbatical leave)**

Requesting Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Duration:     \_\_\_ Full Year           Beginning Date \_\_\_\_\_  
  Ending Date \_\_\_\_\_

               \_\_\_ Half-Year           Beginning Date \_\_\_\_\_  
  Ending Date \_\_\_\_\_

1. Purpose/goals: What is the overall purpose for the leave? As a result of the leave, what will be accomplished? What goals will be met?
2. Rationale: Why is the Sabbatical leave the most desirable way to accomplish the proposed work?
3. Work Plan: Describe the details of the work to be accomplished (course work, travel, other).
4. Benefits: What benefits will be derived from the leave for you personally, professionally, and for the district?
5. Dissemination: How will you implement the goals/project upon your return to RSU 23 Schools?

**RSU 23**  
**SABBATICAL LEAVE REQUEST ASSESSMENT**  
**(To be completed by the Superintendent of Schools)**

Teacher requesting sabbatical leave: \_\_\_\_\_

	Yes	No
<b>1. <u>PURPOSE/GOALS</u></b>		
A. Clearly stated	___	___
B. Goals are consistent with school and district	___	___
<b>2. <u>RATIONALE</u></b>		
A. School of Work: K-8, K-2, 3-5, 6-8, 9-12	___	___
B. Clearly stated	___	___
C. Basis and rationale for sabbatical are well-established	___	___
<b>3. <u>WORK PLAN</u></b>		
A. Clearly stated	___	___
B. Plan appears sufficient to meet stated goals	___	___
<b>4. <u>BENEFITS</u></b>		
A. Clearly stated	___	___
B. Consistent with and promote school/district goals	___	___
<b>5. <u>DISSEMINATION</u></b>		
A. Clearly stated	___	___
B. Appears appropriate	___	___

Superintendent's recommendation for leave request:      \_\_\_ Approved  
    \_\_\_ Not approved

\_\_\_\_\_  
 Superintendent's Signature

\_\_\_\_\_  
 Date

Comments:

**SABBATICAL LEAVE AGREEMENT**

***THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Regional School Unit 23 Board of Directors, hereinafter referred to as the “Board,” and \_\_\_\_\_ of \_\_\_\_\_, Maine, hereinafter referred to as the “Teacher.”*

***WHEREAS**, the Teacher has applied for and the Board has granted the Teacher a Sabbatical Leave for the period \_\_\_\_\_ to \_\_\_\_\_, hereinafter referred to as the “Sabbatical Period,” for the following purpose(s):*

*The teacher agrees to return to his/her former position, or \_\_\_\_\_.*

***AND, WHEREAS**, the provisions of state law and the terms of the applicable collective bargaining agreement provide that such leaves may be granted under certain conditions, assumed by the Teacher:*

***NOW THEREFORE**, the parties agree as follows:*

1. Salary and Health Insurance: The Board will pay the Teacher during the Sabbatical Period the amount of \$\_\_\_\_\_, which equals fifty percent (50%) of the Teacher’s per diem pay for the number of teacher days in the Sabbatical Period. Further, the Board will retain the Teacher on its employment rolls for the purpose of health insurance coverage.
  
2. Return to Employment: At the end of said Sabbatical Period, the Teacher shall agree to return to employment as a teacher employed by the Board for three (3) full school years immediately following the Sabbatical Period.
  
3. Repayment of Salary and Benefits: In the event the Teacher fails to comply with the provisions of Section 2 above, or fails to use the Sabbatical Year for the purpose(s) approved by the Board and stated herein, or otherwise breaches this Agreement, the Teacher shall repay to the Board on demand an amount equal to the total of the salary payments and any benefit payments, including health insurance premiums paid on behalf of the Teacher during said Sabbatical Period. Provided, however, that if the Teacher in breach of his/her contractual requirement to remain employed for the period specified in Section 2, partially fulfills said reemployment requirement, the Teacher will pay to the Board on demand the same proportion of said total payments as the Teacher’s period of reemployment bears to the required reemployment period. Any variations from this section of the Sabbatical Leave Agreement must be approved by the Superintendent and Board, and be within the language

specifications of Sabbatical Leaves (Article 21) of the RSU 23 Teachers Collective Bargaining Agreement.

4. Interest and Cost of Collection: In the event the repayments provided for in Section 3 are not made within ten (10) days of demand, the Teacher agrees that any such sum shall thereafter bear interest at the rate of six percent (6%) per annum until paid, and that the Teacher shall pay the costs of collection, including reasonable attorney fees.
5. General Supervision: The Board and its Superintendent retain the general power of supervision over the Teacher as is normally exercised during employment and shall have access to such information as may be necessary to ascertain whether the Teacher is fulfilling or has fulfilled the purposes of the Sabbatical Leave. To this end, the Teacher agrees that the Board and the Superintendent shall have access to any school records of the Teacher as may be on file with an institution of learning as a result of the Teacher's attendance during the approved Sabbatical Leave, and may review any projects, products or writings produced by the Teacher during the Sabbatical Leave.
6. Entire Agreement: This Agreement contains the entire agreement of the parties, and there are no other promises, understandings, conditions or obligations other than those stated herein. This Agreement may not be changed except by written agreement signed by the parties hereto.

*Executed at \_\_\_\_\_, Maine, the day and year first written above.*

*Signed and delivered in the presence of:      Regional School Unit 23 Board of Directors*

*Superintendent \_\_\_\_\_ Witness \_\_\_\_\_*

*Teacher \_\_\_\_\_ Witness \_\_\_\_\_*

### Extra-Curricular Stipends

Stipend Description	2018-2019 %	2018-19 Stipend calculated on \$34,550 Base Salary	2019-2020 %	2019-20 Stipend calculated on \$35,550 Base Salary	2020-2021 %	2020-21 Stipend calculated on \$36,550 Base Salary
<b>OOB HS ATHLETICS</b>		\$34,550		\$35,550		\$36,550
HS Athletic Director	32.00%	\$11,056	32.00%	\$11,376	32.00%	\$11,696
Football Varsity	21.50%	\$7,428	21.50%	\$7,643	21.50%	\$7,858
Football Assistant # 1	12.75%	\$4,405	12.75%	\$4,533	12.75%	\$4,660
Football Assistant # 2	12.75%	\$4,405	12.75%	\$4,533	12.75%	\$4,660
Football Assistant #3	12.75%	\$4,405	12.75%	\$4,533	12.75%	\$4,660
Field Hockey Varsity	15.25%	\$5,269	15.25%	\$5,421	15.25%	\$5,574
Field Hockey JV	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Golf Varsity	11.50%	\$3,973	11.50%	\$4,088	11.50%	\$4,203
Soccer Girls Varsity	15.25%	\$5,269	15.25%	\$5,421	15.25%	\$5,574
Soccer Girls JV	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Cross Country	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Basketball Boys Varsity	20.25%	\$6,996	20.25%	\$7,199	20.25%	\$7,401
Basketball Boys JV	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Basketball First Team	5.00%	\$1,728	5.00%	\$1,778	5.00%	\$1,828
Basketball Girls Varsity	20.25%	\$6,996	20.25%	\$7,199	20.25%	\$7,401
Basketball Girls JV	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Baseball Varsity	15.25%	\$5,269	15.25%	\$5,421	15.25%	\$5,574
Baseball JV	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Softball Varsity	15.25%	\$5,269	15.25%	\$5,421	15.25%	\$5,574
Softball JV	11.00%	\$3,801	11.00%	\$3,911	11.00%	\$4,021
Track Spring Varsity	15.25%	\$5,269	15.25%	\$5,421	15.25%	\$5,574
Track Spring Assistant # 1	10.50%	\$3,628	10.50%	\$3,733	10.50%	\$3,838
Track Spring Assistant # 2	10.50%	\$3,628	10.50%	\$3,733	10.50%	\$3,838
OOB HS Mgr of Student Activities	12.75%	\$4,405	12.75%	\$4,533	12.75%	\$4,660
<b>LMS ATHLETICS</b>						
LMS Athletic Director	15.00%	\$5,183	15.00%	\$5,333	15.00%	\$5,483
Football	12.75%	\$4,405	12.75%	\$4,533	12.75%	\$4,660
Football Assistant	10.00%	\$3,455	10.00%	\$3,555	10.00%	\$3,655
Field Hockey 8th & 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Cross Country	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Soccer Boys 8th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290

Soccer Boys 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Soccer Girls 8th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Soccer Girls 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Basketball Boys 8th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Basketball Boys 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Basketball Girls 8th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Basketball Girls 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Cheering	3.00%	\$1,037	3.00%	\$1,067	3.00%	\$1,097
Baseball 8th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Baseball 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Softball 8th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Softball 7th	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Track Spring	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
Track Spring Asst.	8.25%	\$2,850	8.25%	\$2,933	8.25%	\$3,015

### Co-Curricular Stipends

Stipend Description	2018-2019 %	2018-19 Stipend calculated on \$34,550 Base Salary	2019-2020 %	2019-20 Stipend calculated on \$35,550 Base Salary	2020-2021 %	2020-21 Stipend calculated on \$36,550 Base Salary
<b>CO-CURRICULAR STIPENDS</b>		\$34,550		\$35,550		\$36,550
OOB HS Band	19.25%	\$6,651	19.25%	\$6,843	19.25%	\$7,036
4 - 12 Color Guard Instructor	10.00%	\$3,455	10.00%	\$3,555	10.00%	\$3,655
OOB HS Civil Rights Club	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Drama	7.25%	\$2,505	7.25%	\$2,577	7.25%	\$2,650
OOB HS Drill Designer	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
OOB HS Drill Instructor	5.75%	\$1,987	5.75%	\$2,044	5.75%	\$2,102
OOB HS Interact Club	5.50%	\$1,900	5.50%	\$1,955	5.50%	\$2,010
OOB HS Art Club	5.50%	\$1,900	5.50%	\$1,955	5.50%	\$2,010
OOB HS Intramurals	6.50%	\$2,246	6.50%	\$2,311	6.50%	\$2,376
OOB HS JV Jazz Choir	8.50%	\$2,937	8.50%	\$3,022	8.50%	\$3,107
OOB HS National Honor Society	5.50%	\$1,900	5.50%	\$1,955	5.50%	\$2,010
OOB HS Natural Helpers	5.50%	\$1,900	5.50%	\$1,955	5.50%	\$2,010
OOB HS Outing Club	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Percussion Instructor	7.25%	\$2,505	7.25%	\$2,577	7.25%	\$2,650
OOB HS Prom Advisor	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Senior Class Night Advisor	8.25%	\$2,850	8.25%	\$2,933	8.25%	\$3,015
OOB HS Senior Class Night Advisor	8.25%	\$2,850	8.25%	\$2,933	8.25%	\$3,015
OOB HS Student Council	9.00%	\$3,110	9.00%	\$3,200	9.00%	\$3,290
OOB HS Weight Training Fall	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Weight Training Winter	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Weight Training Spring	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Weight Training Summer	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
OOB HS Yearbook Advisor	13.00%	\$4,492	13.00%	\$4,622	13.00%	\$4,752
OOB HS Site Supervisor	6.26%	\$2,162	6.26%	\$2,225	6.26%	\$2,288
Internship Advisor	7.45%	\$2,575	7.45%	\$2,649	7.45%	\$2,724
Internship Advisor	7.45%	\$2,575	7.45%	\$2,649	7.45%	\$2,724



Chemical Hygiene/Safety Off	12.21%	\$4,219	12.21%	\$4,341	12.21%	\$4,463
LMS Yearbook	7.00%	\$2,419	7.00%	\$2,489	7.00%	\$2,559
LMS Semi Formal	2.50%	\$864	2.50%	\$889	2.50%	\$914
LMS Band	13.75%	\$4,751	13.75%	\$4,888	13.75%	\$5,026
LMS Chorus	7.25%	\$2,505	7.25%	\$2,577	7.25%	\$2,650
LMS Drama	5.50%	\$1,900	5.50%	\$1,955	5.50%	\$2,010
LMS Intramurals	8.50%	\$2,937	8.50%	\$3,022	8.50%	\$3,107
LMS Student Council	6.25%	\$2,159	6.25%	\$2,222	6.25%	\$2,284
LMS Site Supervisor	6.26%	\$2,162	6.26%	\$2,225	6.26%	\$2,288
Jameson Chorus	6.25%	\$2,159	6.25%	\$2,222	6.25%	\$2,284

### District Stipends

Position Title	Number of Positions	2018- 2019 %	2018-19 Stipend calculated on \$34,550 Base Salary	2019- 2020 %	2019-20 Stipend calculated on \$35,550 Base Salary	2020- 2021 %	2020-21 Stipend calculated on \$36,550 Base Salary
			\$34,550		\$35,550		\$36,550
OOB HS Guidance Director		6.00%	\$2,073	6.00%	\$2,133	6.00%	\$2,193
OOB HS Leadership Team	5	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
OOB HS At Large	1	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
OOB HS At Large	1	1.92%	\$663	1.92%	\$683	1.92%	\$702
OOB HS At Large	1	1.92%	\$663	1.92%	\$683	1.92%	\$702
OOB HS Special Ed	1	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
Team Leader - Local Entitlement	1	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
LMS Team Leaders	9	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
Jameson Team Leaders	5	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
District Team Leader (Technology)	1	7.20%	\$2,488	7.20%	\$2,560	7.20%	\$2,632
RSU 23 Recert. Committee Chair	1	6.00%	\$2,073	6.00%	\$2,133	6.00%	\$2,193
RSU 23 Recert. Committee	6	4.50%	\$1,555	4.50%	\$1,600	4.50%	\$1,645
RSU 23 Teacher Mentors	6	1.50%	\$518	1.50%	\$533	1.50%	\$548
RSU 23 Class Advisors	5	3.00%	\$1,037	3.00%	\$1,067	3.00%	\$1,097