

COLLECTIVE BARGAINING AGREEMENT
FOR RSU 22 CLASSROOM EDUCATORS, LIBRARIANS,
GUIDANCE PERSONNEL, NURSES,
OCCUPATIONAL THERAPISTS, SPEECH AND
LANGUAGE CLINICIANS/PATHOLOGISTS, AND
EDUCATORS EMPLOYED UNDER SPECIALLY
ENDORSED CERTIFICATES

2021-2024



ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - DEFINITIONS	2
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - EDUCATOR HOURS	3
ARTICLE 5 - NON-EDUCATING DUTIES	3
ARTICLE 6 - EDUCATOR EMPLOYMENT	3
ARTICLE 7 - SALARIES	4
ARTICLE 8 - EXTRA DUTY ASSIGNMENTS	5
ARTICLE 9 - SICK LEAVE	7
ARTICLE 10 - SABBATICAL LEAVE	9
ARTICLE 11 - LEAVES OF ABSENCE	10
ARTICLE 12 - PROTECTION OF EDUCATORS	13
ARTICLE 13 - INSURANCE	13
ARTICLE 14 - 403(b) SALARY REDUCTION PLAN	16
ARTICLE 15 - REIMBURSEMENT FOR PROFESSIONAL CREDITS	16
ARTICLE 16 - DUES DEDUCTION	18
ARTICLE 17 - EMPLOYMENT EVALUATION	18
ARTICLE 18 - REDUCTION IN FORCE	19
ARTICLE 19 - EDUCATOR RIGHTS	22
ARTICLE 20 - LENGTH OF WORK YEAR	22
ARTICLE 21 - NON DISCRIMINATION	22
ARTICLE 22 - GRIEVANCE PROCEDURE	23
ARTICLE 23 - MISCELLANEOUS	25
ARTICLE 24 - JOB-SHARING	25
ARTICLE 25 - DURATION OF AGREEMENT	27
APPENDIX A - SALARIES	28
APPENDIX B - EXTRA DUTY PAY	32
APPENDIX C- INTENSIVE ASSISTANCE PROCEDURE	35

ARTICLE 1 - RECOGNITION

The Board of Directors hereby recognizes Education Association 22 (EA22) as the sole and exclusive bargaining agent for the professional employee/educator's bargaining unit composed of classroom educators, librarians, guidance personnel, school nurses, occupational therapists, and speech and language clinicians/pathologists employed under an individual contract with RSU 22 Board of Directors and who are appropriately certified by the Commissioner of Education.

ARTICLE 2 - DEFINITIONS

- A. Association - Whenever the term "Association" is used, it refers to EA22 and any of its designated representatives.
- B. Board - Whenever the term "Board" is used, it refers to the RSU 22 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether member or not.
- C. Days - "Days" shall mean educator work days.
- D. Educator - Whenever the term "Educator" is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all educators defined as "public employee" in Chapter 424, Public Law 1969, as amended. However, the word "educator" shall not include (1) evening school personnel while acting as such, (2) summer school personnel while acting as such, (3) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program or after school extra-curricular/co-curricular programs, while acting as such, and (4) principals, assistant principals, and the Assistant to the Superintendent.
- E. Gender - This Agreement shall be written in gender-neutral language.
- F. Immediate Family - "immediate family" shall include grandparent, parent, spouse, sibling, child and grandchild including in-law or step relationships.
- G. Number - Whenever the singular is used it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- H. Part-time Educator - Whenever the term "part-time educator" is used, it refers to those educators whose teaching schedule is less than a standard full-time teaching schedule as compared to other elementary, middle or high school educators.
- I. School - Whenever the term "School" is used it is to include any work location or functional division.
- J. Superintendent - Whenever the term "Superintendent" is used it shall include the Superintendent of Schools of RSU 22, the Assistant to the Superintendent, or any other person who the Superintendent or Board specifically designates to act for the Superintendent in any particular situation or class of situations.

ARTICLE 3 - MANAGEMENT RIGHTS

The Association recognizes that the Board has the authority and responsibility to manage and direct, on behalf of the public, the activities and operations of the School District to the extent authorized by law. The Association agrees that for the duration of the Agreement, the articles agreed upon and contained herein shall not be reopened unless by mutual agreement of the parties. Nothing herein shall be interpreted to deny educators and/or the Association their (its) rights under Chapter 9-A, Title 26 M.R.S.A. or, the Association's right to negotiate the impact of policy changes on wages, hours and working conditions.

ARTICLE 4 - EDUCATOR HOURS

- A. Educators shall have a daily duty-free lunch period of twenty (20) consecutive minutes.
- B. Educators, including itinerants, leaving the building will notify the Principal's office. This does not apply to before or after school.

ARTICLE 5 - NON-EDUCATING DUTIES

The Board shall provide \$15,000 per year for the purpose of providing release time during the student day for K-5 classroom educators to be used for planning time. This designated time is intended for educator initiatives with minimal administrative oversight.

ARTICLE 6 - EDUCATOR EMPLOYMENT

- A. Upon initial employment, credit shall be given for degrees and previous experience that is directly related to the educator's assignment in the District in accordance with the salary plan currently in effect. Related experience is defined as teaching experience. The Superintendent shall consider other experience in related fields in augmenting the degree status or years of experience.
- B. In recognition of the provisions of 26 M.R.S.A. § 964, the Association agrees that during the term of this Agreement or any renewal or extension thereof, neither it nor any of its agents will engage in a work stoppage, a slow down, a strike, or the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.
- C. All regular bargaining unit vacancies and new positions within the bargaining unit shall be posted internally for a period of not less than five (5) working days prior to posting externally unless by mutual agreement between the Board and Association. Said vacancies shall be posted on each school bulletin board as well as sent through district e-mail with a copy sent to Association Leadership. Additionally, vacancies and new bargaining unit positions shall be posted on the District's website. Vacancy notices shall be provided to any employee who has provided the Superintendent with a stamped, self-addressed envelope. A part-time educator in the area in which the job assignment is increased shall be provided first consideration for this expanded position. First consideration shall not be interpreted to limit the part time educator's rights to apply for any regular or new bargaining unit vacancies.

- D. Nothing in this Agreement shall be interpreted as limiting the right of the Board to subcontract work except that such subcontracting shall not cause the discharge or layoff of any unit member as defined within the Recognition clause.

ARTICLE 7- SALARIES

A. Salaries

1. The salaries of all educators covered by this Agreement are set forth in APPENDIX A.
2. The B Scale shall apply to educators who have fifteen (15) years of experience in the District.
3. If an educator is absent 51% or more of the contract days in any given school year, then that educator will not receive a step on the salary scale.
4. If an educator is placed on an intensive assistance plan, that educator will not advance a step on the traditional salary scale for the following year. Any educator dissatisfied with his/her ratings and resulting denial of experience credit may request a review from a committee made up of two members of the Administration/Board and two members of the Association. Decision of the Review Committee shall be made unanimously (See Appendix C for the Intensive Assistance Procedure).
5. Part-time employees shall have pay and benefits prorated to their level of employment. The Superintendent shall determine the appropriate proration of wages and benefits at the time of hire.
6. Any guidance counselor holding a national board certification for guidance counselors (NBCC) shall receive \$625 annually. Speech and language pathologists holding a certificate of clinical competence (CCC) in speech pathology shall receive \$625 annually.
7. Any educator who anticipates a potential change of status and therefore may be eligible for pay augmentation (lane change, see salary schedule) must notify the superintendent prior to March 1st of the preceding year of the potential status change. The salary adjustment will be effective immediately upon proof of qualification for augmentation and prorated for the remainder of that contract year. If said notification was not done, the augmentation will occur at the beginning of the next contract year.

B. Payment Schedules

1. The annual salaries of educators shall be paid in twenty-six (26) installments due every other Friday.
2. Any educator who desires a summer pay only lump sum payment shall present a written request for such payment prior to March 15th. Any educator who has requested the lump sum payment shall be notified in writing by the Superintendent no later than April 1st as to whether the educator's request will be granted (based on the availability of funds) and the educator's request the amount to be paid. All authorized and required deductions shall be made from this payment so as to afford insurance coverage, etc., until the first deduction is made the following fall.
3. Educators will have their paychecks directly deposited to their authorized financial institution(s). Educators will receive email notification of that deposit.

4. When a pay day falls on a school holiday, educators shall receive their email notification of direct deposit on the previous working day. On the first educator workshop day of the new school year, the school calendar will be provided to each educator denoting the pay days for that school year.

C. Mileage

If an educator receives prior written approval for mileage reimbursement from the Superintendent or if an educator is required to travel on a regular basis to meet the educator's job responsibilities, the mileage rate to be paid will be the rate on July 1st of the current fiscal year as established by the IRS.

ARTICLE 8: EXTRA DUTY ASSIGNMENTS

A. Co and Extra Curricular Activities

The schedule of pay for co- and extra-curricular activities covered by this Agreement is set forth in APPENDIX B and it is mutually agreed:

B. Definitions:

1. Stipend: the pay rate attached to any activity, as determined by the Stipend Review Committee (description below).
2. ERP: Established Relative Position

C. Activity Assignments

1. All activity assignments shall be voluntary, and acceptance or rejection of a specific assignment by an educator shall in no way affect the educator's other conditions of employment.
2. That once having accepted an annual appointment to an assignment, the individual educator shall remain in position until the end of the activity except in cases of illness or other extenuating circumstances.
3. The Board reserves the right to decide which activities will or will not be conducted and whether a position listed in APPENDIX B shall or shall not be filled. If the Board decides to terminate or not offer a particular activity for which it has already contracted, it may terminate said contract with a thirty (30) day written notice to the educator. If such notice is given at least thirty (30) days prior to the beginning of the activity, the contract may be terminated without any payments to the educator. Otherwise, the educator will be paid on a prorated basis for that portion of the contracted services performed prior to the date of the notice, plus those that are or would have been performed during the thirty (30) day notice period.
4. Appointments to positions are made by the Board on an annual basis only, and no individual has a vested right to any such position. However, if an individual is not reappointed, they have the right to an appeal beginning with their supervisor. Such positions are not covered by continuing contract provisions. Other provisions of this Agreement do not apply to positions listed in APPENDIX B unless they contain specific language extending such coverage.

5. In the event that no qualified educator can be found who is willing to coach, direct or advise a particular activity, the Board reserves the right to contract with an individual or individuals outside the school system to provide the service in question.
6. Where an educator receives appointment to an assignment in this District, the educator may, at the discretion of the Superintendent, be given salary credit for previous experience of a similar nature performed in another school system.
7. All positions from which the previous coach/advisor has resigned, or was not reappointed, shall be advertised within the District.
8. The Association and Board agree to form a Stipend Review Committee, to be composed of a K-8 educator appointed by the Association, a 9-12 educator appointed by the Association, a member of the Board of Directors appointed by the Board, an administrator appointed by the Board and the Athletic Director. The Stipend Review Committee will meet as needed by a consensus of the majority, to determine:
 - a. if the "established relative position (ERP)" criteria have changed with administrative approval, and
 - b. if our activity salaries 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 our Stipend Review Committee that our activity salaries are not competitive and/or comparable with other schools, a recommendation will be made to the Board and the Association to increase or decrease the compensation. Any increase or decrease in stipend compensation will be submitted to the Board and the Association for ratification. Upon ratification of the Stipend Review Committee's recommendation by both parties, the stipend for the position will be increased or decreased, as appropriate, for the ensuing educator contract year or as agreed upon by the parties and the Superintendent shall notify the occupant of the position accordingly.
9. A new activity may be created provided it is recognized by the Superintendent. When pay is requested for said activity, the activity shall be submitted to the Board of Directors for formal recognition. If formal recognition is granted by the Board, the activity shall be forwarded to the Stipend Review Committee for a recommendation regarding an appropriate "ERP" rating. Upon completion of the rating process by the Stipend Review Committee, the Committee shall submit its rating recommendation to the Association and the Board pursuant to the procedure set forth in Section D.8 above.
10. Coaches and Co-Curricular Base Pay Unit (see Appendix B)

2021 - 2022	2022 - 2023	2023 - 2024
\$117.39	\$118.39	\$119.39

11. Payment Schedule for Coaches and Co-Curricular Advisors

Upon hire, the educator shall elect one of the following payment options:

- a. If a full-year activity, the educator shall elect at the time of hire one of the following payment options:
 - i. A payment incorporated in the bi-weekly payroll check September through June 30th.
 - ii. A single payment to be paid at the conclusion of the activity.
- b. If less than a full-year activity, the educator shall elect at the time of hire one of the following payment options:
 - i. Multiple payment option— payments to be made at the start and through the end of each activity (pay schedule to be determined by season and calendar year start/end dates)
 - ii. A single payment to be paid at the conclusion of the activity.

ARTICLE 9- SICK LEAVE

A. Sick Leave

1. Educators shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year. However, should any educator resign having used more sick leave days than the educator has earned at the rate of 1-1/2 days per month, the educator will forfeit pay for the unearned days used. Unused sick leave shall accumulate to a maximum limit of one hundred thirty-five (135) days. Once the annual entitlement reaches 135 days as of the beginning of any year, an educator is not entitled to any days beyond 135 days, even if the annual 15 days would exceed 135 days. Part-time educators shall accumulate sick leave on a pro-rated basis equivalent to their part-time assignments. An educator, who is employed after the beginning of the school year, shall be immediately credited with all entitled sick leave pro-rated from the date of employment to the end of the school year. Sick leave shall cover only urgent doctor's visits, personal illness or injury on the part of the educator or family sick leave as in Article 10-B.
2. Sick leave shall not be permitted for elective surgery and associated recuperation time (e.g., surgery performed on a date selected by the educator) if, in the attending physician's opinion, the surgery and recuperation time could be scheduled during a time when schools are not in session without being detrimental to the health of the educator. However, should complications arise out of the elective surgery; accumulated sick leave may be used for all days of school absence.
3. It is understood that sick leave will not be used for routine medical and dental appointments. If necessary, an educator may leave immediately after student dismissal for pre-scheduled dental and/or medical appointments.
4. Disability due to pregnancy shall be treated as any other sick leave. Such leave shall commence when the health of the educator, as verified in writing by her physician, will be affected by her continuing to teach.

5. The Board shall provide a written statement for every educator at the beginning of each school year indicating the educator's unused sick leave credit.
6. Any educator who uses ten (10) or more days of this sick leave in a school year, and any educator who uses seven (7) or more days of sick leave each year for a period of three (3) years, upon request of the Board, shall be examined by the physician designated by the Board to determine whether the educator is healthy enough to perform all of the functions of an educator. The cost of the examination will be borne by the Board. Prior to making such a requirement, the Board will afford the educator an opportunity to explain the circumstances requiring the leave.
7. In any case where the health of an educator makes his/her continued employment questionable, the Board may require medical examinations administered to the educator by a physician or physicians selected by the Board. The cost of such examination(s) shall be borne by the Board and the results shall be submitted to the Board and the educator.
8. Any educator who is found to have misused the sick leave provisions of this Agreement shall be subject to a salary deduction for each day of misused absence computed at their per diem rate for the current school year.
9. Up to fifteen (15) sick leave days may be used to care for an ill or injured immediate family member where the nature of the illness and/or family situation requires the educator to provide care for the family member. Such leave is not eligible for sick leave pool withdrawal.

B. Sick Leave Pool

1. Each educator who wishes to become a member of a sick leave pool shall contribute one (1) day of sick leave to a sick leave pool on September 1st of each year. This will reduce the educator's annual entitlement by one day. The maximum number of days allowed in the pool shall be equal to the number of contracted days in the school year. When an educator uses up accumulated sick leave, the educator may draw on the sick leave pool. Any days remaining in the pool at the end of the year may be carried forward up to the amount necessary to increase individual educator sign-up total to the maximum days allowed in the pool. The Superintendent shall provide the Association with an annual report of days carried forward.
2. Application for access to the sick leave pool shall be made in writing and presented to Association Leadership and the Superintendent.
3. The Board may request a statement from a physician substantiating the facts regarding a claim.
4. Withdrawals from the sick leave pool become subject to review by the Executive Board of the Association.
5. Sick leave days contributed to the pool may not be withdrawn at a later date.
6. Members of the pool who, because of a period of illness, have exhausted their accumulated personal sick leave, may make application to the sick leave pool according to the following conditions:
 - a. A member of the pool is eligible to apply for up to three (3) times the number of the member's accumulated sick leave days up to the total number of days remaining in the pool, at the member's current rate of pay. Accumulated sick leave days will be determined at the beginning of each school year and shall include the current year's sick days.

C. Severance Provision:

Any employee who has 24 or more years teaching employment experience with RSU 22 shall receive payment at the employee's per diem rate of pay for up to 30 days of unused and accumulated sick leave upon severance.

A non-binding notice of intent to sever employment shall be given to the superintendent's office by February 1 of the school year in which the compensation is to be received. This provision is not available for retirees currently receiving retirement compensation from the Maine Public Employees Retirement System.

ARTICLE 10 - SABBATICAL LEAVE

A. The Board may grant leave of absence, not to exceed one year, to an educator for the purpose of pursuing a further course of study or to travel, to the end that the educator may be better fitted by education and culture for the educator's position in the schools. All leaves granted under this policy shall be subject to the following conditions:

1. Application for sabbatical leave must be submitted prior to December 1st for any leave to be taken during the succeeding school year. The form for this purpose is available from the Office of the Superintendent.
2. Applicants must have completed seven (7) years of service in the system for each sabbatical.
3. The number of professional employees on sabbatical leave at any one time may be limited to one (1). The granting of sabbatical leave will be dependent on a qualified replacement being available. Applicants will be notified in writing on or before May 1st whether or not their requests for sabbatical are approved.
4. Payment will be equivalent to half pay for the period of the sabbatical. Medical and dental benefits will also be pro-rated to half. Reimbursement for professional credits shall be pursuant to Article 16.
5. Unless the educator has been laid off, the educator is assured of returning to the educator's former position or to an equivalent position.
6. An educator will be advanced on the salary schedule as though regularly employed during the period of the sabbatical.
7. An educator receiving a sabbatical must sign an agreement to return to the District for at least two (2) years following the completion of the sabbatical, or forfeit salary paid to him or her during the sabbatical period. In addition, the agreement shall contain the salary and the specific benefits that the educator shall receive during the sabbatical leave.

ARTICLE 11 - LEAVES OF ABSENCE

A. Paid Leaves

The following temporary non-accumulative paid leaves of absence for educators shall be in effect. Such requests shall be received in the Office of the Superintendent five (5) days in advance of the start of the leave and must be approved by the Superintendent. The Superintendent's decision shall be in writing and communicated to the educator two (2) days before the date of the leave. All requests for and granting of leaves of absence under this Article shall be in writing, except for A(3) - Legal Business, A(4) - Bereavement Leave, and emergency situations.

1. Personal Leave - Two (2) days of absence as needed for personal, religious, legal, or family matters that cannot be scheduled on a non-work day, under the following conditions:
 - a. No more than five percent (rounded up to the nearest whole person) of each building's total educational staff will be approved for planned personal leave requests on any given date.
 - b. It is understood that the day of personal leave will not be used for holiday, shopping trips, or recreational purposes including travel and will not be used to search for employment or spend time with a future employer, except in the case that an employee's position in the District is to be eliminated.
 - c. Any personal leave as provided in subsection a and b above that is requested to be taken the day before or the day after a vacation period must be for an approved reason(s) and the reason(s) must be stated in order to be considered for approval. A long weekend, such as Indigenous People's Day weekend, will not be considered a vacation for this purpose.
 - d. In the event that an educator has exhausted their allotted personal leave and still has Earned Paid Leave remaining, the teacher may use one (1) sick leave day as personal leave.
 - e. Personal leave shall not be used for more than three (3) consecutive work days with exception for once-in-a-lifetime approval by the superintendent for a special circumstance.
2. Professional Leave
 - a. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Requests for such visitations must be submitted at least five (5) days prior to the date(s) for which leave is requested and must be approved in advance by the Superintendent. The Superintendent may grant full, partial, or no reimbursement for tuition and expenses incurred in connection with workshops, seminars, conferences, in-service training sessions, or any other such activities for which educators request leave under this Article. If mileage reimbursement receives prior written approval of the Superintendent, the mileage rate shall be the current I.R.S. mileage rate. Additional days for the purpose of serving in an elected position in a professional/educational organization may be granted by the Superintendent.
 - b. All necessary expenses in connection with workshops, seminars, conferences, in-service training sessions which the educator is required to attend by the Superintendent will be paid by the Board.

3. Legal Business

- a. Legal business is defined as time necessary for appearance in any legal proceeding connected with the educator's employment responsibilities. A subpoenaed educator will be granted paid legal leave upon forfeiture of statutory witness fee payment(s) to the district for said time.
- b. For educator absences that arise due to arbitration, mediation or other legal proceedings brought about by an employment dispute between an educator and the Board, the following shall apply:
 - i. The educator who initiated the grievance or other legal proceeding, and is required to appear at said hearing during school hours, will be able to take personal leave to attend.
 - ii. Any other employee who may be subpoenaed as a result of such a hearing, regardless of whether he/she is appearing for the Board or for the educator, will be granted paid legal leave.

4. Bereavement Leave

- a. Up to five (5) days of leave shall be granted upon the death of a member of the educator's immediate family. In situations where a unique relationship exist between an employee and some other person over a period of time, and which evinces a state of responsibility, of caring and closeness similar to kinship, such leave may be approved by the Superintendent. Additionally, the Superintendent may approve situations where a uniquely close relationship exists or other persons with the Superintendent's approval.
- b. Funeral leave may be granted for the purpose of attending the funeral of a person not covered in 4.a above. Such leave is granted at the discretion of the superintendent.

5. Parental Leave

- a. Immediately following parenthood, parental leave of up to five (5) days will be granted to an educator for the purpose of caring for a newborn child or a spouse who has given birth to a newborn child or for caring for a newly adopted child. After the first 5 days any additional days shall be deducted from sick leave in accordance with Article 10.
- b. An educator shall return to work after a pregnancy as soon as her physician verifies that she is physically able to perform her contractual duties, usually six (6) weeks or less in cases of normal delivery.
- c. Should an educator desire to remain at home following parenthood, for the remainder of the school year in which parenthood occurs, leave without pay may be granted by the Board at the request of the educator.

B. Unpaid Leaves

The following unpaid leaves of absence for educators shall be in effect. All correspondence for leaves of absence under this Article shall be in writing. All extensions or renewals of leaves shall be in writing. In cases of an approved unpaid leave of absence not covered under any of the existing leave policies, educators shall experience a salary deduction for each day of absence computed at 1/182 of the annual contract salary for the current school year. Unauthorized absence may be grounds for disciplinary action.

1. Special Leave - An educator shall, upon request, be granted a leave of absence without pay for two (2) years for the specific purpose of serving as President of the Maine Education Association.
2. Military Leave - Military leave shall be granted pursuant to state and federal laws and regulations. Military leave shall count as experience for calculation of salary and experience increment.
3. Leave for Care of Sick Family Members - A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the educator's immediate family or other persons with the Superintendent's approval. Additional leave may be granted at the discretion of the Board. Such leave will run concurrently with other leaves otherwise provided by law.
4. Leave for Public Office - The Board shall grant a leave of absence without pay to any educator to serve in a legislative public office, provided that written notice of intent to become a candidate is given at the time educator contracts are issued.
5. Terms and Conditions of Unpaid Leaves
 - a. Upon return from leave granted pursuant to this Article, the following shall apply:
 - i. For purposes of calculating pay on the salary scale (Appendix A), time spent on leave shall not count as experience (except for Military Leave as provided above).
 - ii. Leave shall not count for calculation toward acquiring continuing contract status.
 - b. All benefits to which an educator was entitled at the time the leave of absence commenced, shall be restored to the educator upon return and the educator shall be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
 - c. While on unpaid leave of more than one (1) calendar month, an educator may elect to continue coverage under existing insurance plans provided the educator assumes the total cost of the premium payments.

C. Other Leaves

Other leaves of absence with or without pay may be granted by the Board for good reasons.

ARTICLE 12 - PROTECTION OF EDUCATORS

- A. The Board shall reimburse an educator up to \$1,000.00 for damage to or destruction of clothing or other personal property of the educator while being used for school purposes during the educator’s school work year. However, the Board shall not be liable under this section for damage or destruction resulting from proven educator negligence. "Proven" is defined as meaning proven to the satisfaction of the insurance carrier, or, in the event that there is no insurance coverage, proven to the satisfaction of the Board. The provisions of this section shall not apply to automobiles.
- B. No educator shall bring personal property valued at \$1,000.00 per item or more into any school without prior approval of the Superintendent. Failure to obtain prior approval shall void the provisions of this Article. This limitation shall not apply to clothing worn by the educator or cell phones.
- C. The Board shall reimburse an educator for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of an injury sustained in the course of the educator’s employment.
- D. The Board shall make an effort to maintain safe, hazard-free working conditions.
- E. The Board shall remain neutral in disputes with parents or citizens until such time as an investigation demonstrates that the educator acted contrary to Board policy or written administrative rules and regulations.
- F. The Board shall provide the same protection provisions for extra-curricular coaches and co-curricular advisors who are presently in the bargaining unit as are listed in A through E of this Article.

ARTICLE 13 - INSURANCE _____

A. Health Insurance

1. For any educator who elects during the enrollment period to participate in the health insurance program provided by the District (MEA Standard 500), the Board shall pay towards the applicable premium as listed below:

2021-2024: MEA Standard 500 Plan	
Single	100% paid by the Board
Adult w/ Child(ren)	70% of difference between single and monthly premium paid by the educator (adjusted in July of each year)
Two Adults	Same as Adult w/Children
Family	Same as Adult w/Children

2. If an educator elects to participate under the MEA Standard or Choice Plus plan to participate in single, adult with child(ren), two-person, or family coverage, the Board shall contribute towards the coverage selected a premium amount not to exceed the premium paid under the MEA Standard 500 Plan for the selected coverage. The educator shall be responsible for the payment of the additional premium amount.

3. Any health insurance premium paid by the educator shall be on a pretax basis (Section 125 Plan), pursuant to the rules and regulations of the Internal Revenue Service.

B. Medical and Dependent Care Reimbursement Accounts

1. In order to enable employees to use pre-tax dollars to pay certain eligible family and health care expenses not covered by insurance, the Board will make available a Medical Expense Reimbursement Account and a Dependent Care Reimbursement Account. Any start-up cost shall be shared by the Board and the Association on a 50/50 basis. Any administrative costs for individual accounts shall be paid by the participating educator. Both accounts will be administered by the third party administrator – the Maine School Management Association’s program pursuant to a Section 125 plan.
2. The Medical Expense Reimbursement Plan and Dependent Care Reimbursement Plan will be established in conformity with the provisions of Section 125 of the Internal Revenue Code. The annual limits that an educator may elect to contribute for the respective reimbursement plans are:

Medical Reimbursement: \$2,250

Dependent Care: \$5,000

and as may be indexed by the IRS in Future years

3. The Section 125 plan will be provided annually during the same annual enrollment period for health insurance. During the first implementation year, the enrollment period shall be determined by the vendor for these accounts. Each employee will be notified of the opportunity to make changes in the amount of income that is to be deposited to either the Medical Expense Reimbursement Account (up to the maximum amount allowed under the Board’s plan document) or the Dependent Care Reimbursement Account. Any unused balance remaining in an employee’s account at the end of the plan year will revert to the employer.
4. Pursuant to IRS requirements, the District has the financial obligation to cover the educator’s designated annual medical reimbursement amount until the funds have been deducted from the educator’s payroll. The parties agree that this obligation is not applicable to the Dependent Care Reimbursement Account.
5. Married couples who are both employees of the District shall be limited to the following health insurance options:
 - a. The Board shall pay 100% of the married couple’s eligible health insurance coverage under the MEA Standard 500 Plan health insurance plan. The couple shall continue to be reimbursed for any deductible and co- payment for services received under that coverage, but in no event shall such reimbursement exceed the annual premium rate for single coverage under the MEA Choice Plus Plan.
 - b. Married couples may individually opt for other health insurance plans available to other educators of the District under this Agreement, but only if the cost of those plans to the District is equal to or less than the cost of the married couples’ plan described in this section.

C. Co-Insurance

1. Any educator who is now and who for the contract year (September - August) immediately prior to the date of incentive program election participated in the Board's medical insurance program or who is a newly hired educator in any one of said years may elect one of the following medical insurance options at the beginning of the year covered by this Agreement:

Option 1. Any employee covered under a spouse's medical insurance plan and who does not subscribe to the RSU 22 plan shall have any out of pocket costs (deductible and coinsurance cost) for covered medical expenses reimbursed by the Board subject to the dollar value of a yearly premium of a single subscriber plan (MEA Choice Plus plan). This provision shall not apply to amounts over and above the usual and customary charges that are covered by the spouse's plan. Premiums paid by the spouse shall be reimbursed to a yearly total of one thousand (\$1,000) dollars after documentation is provided to the Superintendent.

Option 2. Educators who elect this option will be given an opportunity under the terms of the flexible benefit plan to elect no medical coverage or reduced medical coverage. If an educator elects no medical coverage or reduced coverage from the coverage the educator is eligible to receive as a result of his/her family situation and documents that he/she is otherwise covered, the Board will reimburse the educator one of the following amounts based on the Board's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the educator as an addition to her/his regular paychecks:

	2021-2024
Single	\$1,500
Adult with Child	\$2,600
Two Adults	\$3,200
Family	\$3,800

- a. An educator's election between option 1 and option 2 may not be changed during the course of the year covered by this Agreement, regardless of whether such educator has a family status change for the purposes of the Board's flexible benefit plan.

D. Health Insurance Study Committee

In the event of a significant issue related to health insurance coverage, the Board and Association can formulate a health insurance study committee by mutual agreement.

E. Dental

The Board will pay 100% for a single subscription or for an equal amount toward the individual's two person or family plan. The insurance plan shall be comparable to Delta Dental Level 4.

F. Workers' Compensation

1. Educators will be provided coverage under the provisions of the Workers' Compensation Act. This coverage provides medical and other benefits for injuries received while in the course of the educator's performance as an employee of the Board.
 2. In case of injury covered under Workers' Compensation law, an employee will be paid from the educator's accumulated sick leave the difference between the amount of regular pay and the amount received under Workers' Compensation. This difference shall be charged on a pro-rata basis to the employee's accumulated sick leave and will cease when the educator's accumulated sick leave is exhausted, unless extended by act of the Board. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation law.
- G. Liability insurance coverage will be provided for educators, in an amount not to exceed \$300,000 per occurrence, to protect them from civil suits arising out of the performance of their duties as district employees. Said insurance coverage is limited to bodily injury liability (including educators' liability for corporal punishment) and property damage liability. The Board and its insurance company have no obligation to defend any educator in a criminal case involving charges of assault, assault and battery, or intentional injury.

ARTICLE 14 - 403(b) SALARY REDUCTION PLAN

- A. An educator may execute a salary reduction agreement in order to contribute to a 403(b) plan. Such salary reduction agreements shall specify the amount to be paid towards the 403(b) plan, and the contribution must be directed to a company selected by the educator and approved by the Board. All contributions shall be made in accordance with the Tax Code and Treasury Regulations and shall not exceed the applicable contribution limits contained therein. The responsibility of the Board and the District is limited to transmitting the monies to the designated company or bank on a monthly basis and by the 15th day of the month following the most recent payrolls.
- B. The Association shall indemnify and hold the Board, the Superintendent of Schools, and the District harmless against all claims and suits which may arise due to the employee making a deduction of any portion of this contribution and remitting the same pursuant to this Article. The educator shall notify the Superintendent of Schools as soon as an error is detected.
- C. It is the intent of the parties that the number of 403b plans are not limited or capped.

ARTICLE 15 - REIMBURSEMENT FOR PROFESSIONAL CREDITS

The Board shall reimburse educators for credit hours earned, including those earned in summer session, C.E.D. programs, initial fees for National Board of Professional Teaching Standards (NBPTS) Certification program modules which are not scholarshiped, or adult education programs/opportunities, subject to the following conditions:

- A. In order for an educator to receive reimbursement for any course(s), the educator must:
1. Have the course approved in advance by the Superintendent.

2. Cite its applicability to their current certification.
3. Have been employed for five years of continuous employment in RSU22 before pursuing administrative credentials.
4. Submit a written request to the Superintendent for reimbursement within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course. Satisfactory completion means the earning of a letter grade of "B" or higher. The sixty (60) days submission requirement may be waived by mutual written agreement between the Superintendent and the educator.

B. The reimbursement rate for equivalent professional credits will be up to the current per credit charge of the University of Maine for either the undergraduate or graduate level regardless of the institution for which the course has been taken. A total of nine credits spaced throughout the year from July 1 to June 30, with no more than one course taken at a time while RSU 22 students are in session, may be eligible for reimbursement. The total amount reimbursed in any one budget year shall not exceed the University of Maine per credit charge for graduate level courses times nine (9). Credits will be reimbursed upon satisfactory completion of the course and the presentation of the course completion report. Satisfactory completion means the earning of a letter grade of "B" or higher. Credits may not be carried forward for payment at a later date.

C. In order for a teacher to receive reimbursement for NBPTS initial registration fee and/or module fees, the teacher must provide in a written request:

1. Have the NBPTS registration and/or modules approved in advance by the Superintendent.
2. Submit a written request to the Superintendent within sixty (60) calendar days of receipt of written notification of passing the module. The sixty (60) days submission requirement may be waived by mutual written agreement between the Superintendent and the educator.

D. Credit Hours

If a course begins in one budget year and ends in the next budget year, the credit hour reimbursement shall be paid in the budget year as designated by the educator provided the cost does not exceed the annual allotment.

E. District's Direct Payment Option

1. As an alternative to the above reimbursement procedure, the District shall provide any educator who complies with the procedures for course reimbursement the option of receiving a direct payment to any accredited college or university. The Superintendent shall make arrangements at the employee's request with any accredited college or university for a direct payment, provided a direct payment option is available. This direct payment option is not allowable for the payment of any courses exceeding the annual allotment. In the event that the tuition cost exceeds the University of Maine tuition rate for undergraduate or graduate credits or if any other related costs exist, such cost shall be the financial responsibility of the educator, not the District.

2. In the event that any educator who has used this direct payment option fails to successfully complete the course(s) or to provide written verification within sixty (60) calendar days of receipt of written notification of satisfactory completion of the course, the educator shall reimburse the District the amount of payment made on behalf of the educator. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the District by the educator shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the business office at any time. Should the educator cease employment with the District, the amount remaining due shall be paid in full by the educator.

ARTICLE 16 - DUES DEDUCTION

- A. The Board will deduct from the earnings of those educators who provide the Board with written authorization for such deductions dues payments to the Association. Such authorized deductions shall be made from twenty-two (22) successive pay periods. Such deduction authorization shall be voluntary.
- B. The Board will disburse via direct deposit such deducted dues payments to the Association within a month of original receipt.
- C. The Association shall indemnify and hold the Board, the Superintendent of Schools, and the District harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues payments and remitting the same pursuant to this Article. The ~~teacher~~ educator shall notify the Superintendent of Schools as soon as an error is detected.

ARTICLE 17 - EMPLOYMENT EVALUATION

A. Evaluation

1. All monitoring or observation of the classroom work or performance of an educator for the purpose of informal or formal evaluations, as defined by the Board's Professional Staff Evaluation Policy, shall be conducted openly and with full knowledge of the educator.
2. Educators shall be evaluated in accordance with state law and district policy.
3. An educator shall be given a copy within ten days of any visit or evaluation report prepared by the educator's evaluators. No such report shall be submitted to the central office or placed in the employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

B. Personnel Files

1. An educator shall have the right upon request to review the content of the educator's personnel file and to receive a copy of any document contained therein.
2. At least once a year, an employee shall have the right to indicate those documents and/or other materials in the educator's file believed to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and, if determined that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

3. No material derogatory to an employee's conduct or service, character or personality shall be placed in the educator's personnel file unless the employee has had an opportunity to review such material and to affix a signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The educator shall also have the right to submit a written answer to such material within 30 days of receipt of the material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.
4. The Board will protect the confidentiality of personal references, academic credentials and other similar documents, and it shall not establish any separate personnel file which is not available for the employee's inspection.
5. Confidential pre-employment references are excluded from the other provisions of this Article.

C. Formal Complaints

1. Any formal complaints regarding any employee made to any member of the administration by any parent, student, or other person which are used in evaluating an employee shall be handled according to the Guidelines for Handling Complaints Regarding Employees.
2. The Board and Association agree to work together to revise the guidelines by December 31, 2021.

ARTICLE 18 - REDUCTION IN FORCE

A. Position Elimination

1. If the Board is considering a written recommendation from the Superintendent for the elimination of any bargaining unit positions, it (or its designee) will notify the Association in writing. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions. The parties acknowledge that the meet and consult process may need to be expedited in order to meet the required budget deadlines.
2. A decision by the Board to eliminate any bargaining unit positions shall not be subject to the grievance procedure or arbitration.
3. In the event that the Board decides to eliminate any bargaining unit positions, it shall give the Association and all educators in the impact area prompt written notice of the positions to be eliminated.

B. Seniority List

1. Seniority will be based upon continuous years of service (regardless of assignment) within the bargaining unit, from the most recent date of hire within the RSU 22 School District. When two or more educators have the same length of continuous service in RSU 22, the educator with the greatest total teaching experience inside and/or outside the District shall be deemed to have the greatest seniority. Breaks in service and unpaid leaves of absences (excluding sabbaticals) will not be included in the computation of seniority.

2. Part time educators shall accrue seniority on a pro rata basis, based upon the teacher's full-time equivalent (FTE). Any part time educator employed prior to the 2004-05 year shall be credited with seniority as though s/he were a full time educator. Part time educators shall be considered along with all other full time educators in an impact area when an educator position is eliminated. Provided, however, that in the event of the elimination of a part time educator position a part time educator whose contract would not otherwise be terminated may be required to choose between assuming (1) a full time position or (2) accepting a layoff.
3. Not later than October 1st, the Superintendent shall annually post a seniority list by impact area. Educators who teach in more than one impact area shall be listed within the impact area in which the educator spends the majority of their time. The list shall be posted in each building and a copy shall be provided to the Association. The Association must notify and meet with the Superintendent of any alleged discrepancies in the list no later than thirty (30) days after receipt of the list, otherwise the list shall be deemed accurate. Absent mutual agreement to modify the original list, the original seniority list shall be controlling.

C. Selection of Educators for Layoff

1. In the event that the Board makes a decision to reduce the number of staff members due to reduced enrollment, program elimination or reduction, or any other reason, the Board shall first establish the position to be eliminated. Within that impact area, the educator whose contract is to be terminated shall be made on the basis of the following:
 - a. Probationary educators shall be laid off prior to continuing contract educators within the impact area.
 - b. Within that impact area, educators will be ranked simultaneously on factors 1-3 below. The educator whose contract is to be terminated shall be the educator with the fewest points earned made on the basis of the following criteria. Additionally, the educator whose contract is to be terminated shall be given the results of the points earned on these criteria.
 - i. The qualifications of the educator, including special training, skills or experience. Educators can earn up to 6 points in this category based on the list below. Educators should identify and provide evidence for their administrator(s) with the necessary information to earn points.

Professional certification	1
Conditional, transitional, provisional certification	0.5
additional professional certification	0.5
Degree in critical area of RIF (specific to each RIF)	0.5
Additional degrees or 30+ hours	0.5, up to 1
National Board Certification	1
AP Certification	0.5 per certification, up to 1
Additional training (at Superintendent's discretion)	0.5 total
Facilitator of a committee	0.5
Mentor	0.5

- ii. The educator's effectiveness as determined by evaluation performed under the District policy on Evaluation of Professional Staff. Educators will receive the following points as correlated to their total point score from the most recent summative evaluation:

<u>Summative Score</u>	<u>Effectiveness Rating</u>
3.5 - 4	4
2.5 - 3.49	3
1.5 - 2.49	2
< 0 - 1.49	1
0	0

- iii. Length of service to RSU 22 under the educator's contract is awarded $\frac{1}{3}$ point for each consecutive year up to five (5) points. Leave granted pursuant to Article 12 in excess of one (1) year shall constitute a break in service unless granted under Military Leave.

D. Impact Area

- The impact areas for the above considerations shall be as follows:
 - K-5
 - 6-8
 - 9-12 for 9-12 departments
 - In specialty areas by certification and/or by licensure:
Special education K-12, Guidance K-12, Art K-12, Music K-12, Physical Education K-12, School Nurse K-12, Physical Therapist K-12, Occupational Therapist K-12, Speech Language Pathologists K-12, Speech Language Clinicians K-12, Hearing Impaired K-12, Multiple Handicapped K-12, Modern Classical Languages K-12, and other disciplines where certification is K-12.
 - The impact area for an educator teaching in two impact areas will be the area in which the greater percent of the educator's workload occurs.
 - Educators who move from one impact area to another in RSU 22 shall retain the right to return to their former impact area.
- E. In the event that a position is to be eliminated due to a reduction in force, the Superintendent will notify the affected employee(s) in writing as soon as possible but not less than ninety (90) calendar days prior to the effective date of the layoff.
- F. Administrative and Board decisions concerning evaluation made in the process of initiating a reduction in force, shall not be subject to the grievance procedure.
- G. Should positions become available within twelve (12) months of the reduction in force, educators having been terminated under such reduction shall be given first consideration, provided that the educators so terminated have provided the Superintendent with a current address to which notifications of such available positions may be mailed.

ARTICLE 19 - EDUCATOR RIGHTS

A. Just Cause

No continuing contract educator shall be disciplined in writing, suspended, dismissed, or non-renewed without just cause.

B. Written Notice

Whenever an educator is required to appear before the Board or any committee thereof, concerning any matter which could adversely affect the continuation of that educator's employment or salary, then the educator shall be given at least three (3) days prior written notice of the reason for such meeting and shall be advised that they are entitled to have a representative of the Association present to advise and represent the educator.

C. Suspension

Any suspension of an educator pending the conclusion of the Superintendent's investigation shall be with pay.

ARTICLE 20 - LENGTH OF WORK YEAR

A. The 2021-2024 educator ~~teacher~~ work years shall be 182 in-school days of which one day will be the educator preparation day.

1. Should an educator be required to work more than 182 days, they shall be paid their per diem rate for each additional day or portion of a day with the following exceptions.

a. New teacher orientation shall be compensated at a summer rate as determined by the superintendent.

B. Special Education Work Schedule

Any newly hired special educator shall be required to attend, in addition to any other required orientation days, one (1) orientation day designated Special Education Training. Educators shall be compensated at a summer rate as determined by the Superintendent.

C. Part-time Educators

The principal and the part-time educator will meet to document the logistics of attendance at meetings, workshops and other conditions necessary. Any unresolved issues shall be submitted to the Superintendent, whose decision shall be final.

ARTICLE 21 - NON DISCRIMINATION

The Board and the Association agree that neither shall discriminate against any educator, whether or not a member of the Association, on the basis of race, creed, color, national origin, age, gender, physical or mental disability, sexual orientation, marital status, religion, or political beliefs or affiliations.

ARTICLE 22 - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. An "aggrieved party" is the educator or group of educators who submit a grievance or on whose behalf it is submitted and the Association.
3. Time limits may be extended by mutual agreement between the Association and the Board.

B. Submission of Grievance

1. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, and the redress sought by the aggrieved party.
2. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
3. The following may submit a grievance:
 - a. An educator or group of educators may submit a grievance which affects them personally.
 - b. The Association may submit any grievance. If a grievance is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.
4. Any employee at any time may present a grievance to the district and have such grievance adjusted without representation from the Association as long as the adjustment is consistent with the terms of the current collective bargaining agreement and the Association has been given reasonable opportunity in writing to be present. The Association reserves the right to participate in any grievance discussion held under the terms of this Agreement.
5. Any employee has the right to be represented by the Association through the Board level of the grievance procedure.
6. All meetings and/or procedures dealing with grievance or arbitration hearings shall be held in executive session unless a public session is mutually agreeable to both the Association and the Board.

C. Procedure for Resolving Grievances

1. Prior to submitting a written grievance, the aggrieved party must attempt to resolve it informally at the lowest level possible.
2. Administration
 - a. The administrator shall respond in writing to each grievance received within five (5) days.
 - b. If the aggrieved party is not satisfied with the response of the administrator, such aggrieved party may submit a copy of the grievance to the Superintendent within ten (10) days from the date of receipt of the answer, or the due date of the answer.

3. Superintendent of Schools

- a. The Superintendent or a designated representative shall, upon request, confer with the aggrieved party and chosen representatives with respect to the grievance and shall deliver to the aggrieved party, with a copy to the Association, a written statement of the position with respect to it no later than ten (10) days after it is received by the Superintendent.
- b. If the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, the grievant may, within five (5) days after the reply of the Superintendent is due, appeal to the Board.
- c. In the event the Superintendent fails to provide a written decision within the required time limits, the aggrieved party or the Association may file a separate grievance directly to the Board of Directors alleging a violation of the grievance procedure by the Superintendent.

4. The Board

- a. To carry an appeal to the Board, the aggrieved party shall submit the grievance records thus far completed to the Superintendent within five (5) days of receipt of the written position of the Superintendent.
- b. The Board shall meet with the aggrieved party and representatives within fifteen (15) days after receipt of the grievance from the aggrieved party.
- c. In order to assure impartial grievance procedures, the parties agree that discussion of the grievance with the other party should be limited to those discussions at the official hearing or during those official steps leading up to the hearing.
- d. Within ten (10) days after the Board meeting at which the grievance is presented, the Board shall render its decision in writing to the aggrieved party and to the Association. In the event the Board does not provide its written decision within ten (10) days and if the Association submits the grievance to arbitration, the Board shall pay the administrative filing fees of the American Arbitration Association. If no administrative fees are required, the District shall pay its share of the arbitrator's expenses plus an amount equal to the filing cost, and the Association's cost for the arbitrator shall be proportionally decreased.

D. Arbitration

1. If an Association member is not satisfied with the disposition of the grievance at the Board level, the member may, within five (5) days, request in writing to the President of the Association that the grievance be submitted to arbitration.
2. The Association shall, within ten (10) 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.

3. The Chair of the Board or designee and the President of the Association or designee shall, within five (5) days after such notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If an arbitrator is not mutually agreed upon, either party may request the American Arbitration Association to utilize its procedures for the selection of the neutral arbitrator, or by mutual written agreement request the Federal Mediation and Conciliation Service to utilize its procedure for the selection of the neutral arbitrator.
4. The arbitrator's decision will be in writing and will set forth the findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding only in disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.
5. The cost of the services of the arbitrator will be borne equally by the Board and the Association except as provided for in Section C(4)(d) of this Article.
6. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise would be available, except for those rights guaranteed by law.

ARTICLE 23 - MISCELLANEOUS

A. Movement of Educator Assignment to a New Building

1. In the event that educators are required to vacate a building and move to another building, the moving procedures surrounding the transfer of the educators' educational materials and supplies including moving assistance shall be discussed between the impacted educators and the building administrator. In the event an agreement cannot be reached pertaining to the implementation of the moving of teaching materials, the educators may appeal to the Superintendent and absent agreement, to the Board of Directors. In the event an agreement is not reached with the Board of Directors, the Association shall have the right to request impact bargaining pertaining to wages, hours, and working conditions related to the moving of the impacted educators' materials to another building.
2. There exists an "emergency or planned building alterations" protocol dated October 14, 1999 on file in the Superintendent's Office.

ARTICLE 24 - JOB-SHARING

A. Purpose: To establish guidelines for voluntary job-sharing of full-time positions.

B. Policy

The RSU 22 Board of Directors recognizes that the needs of individual educators may create circumstances for job-sharing full-time positions. This policy has been established to provide for the needs of the District and individual educators by creating a systematic, consistent and equitable method of employing educators in job-sharing arrangements.

C. Procedures

1. Applicants for job-sharing shall make a request on the job-sharing form developed by the Superintendent. The Superintendent shall decide whether a job-sharing request shall be granted. The Superintendent's decision is final and may not be appealed to the Board. Job-sharing appointments are annual appointments by the Superintendent and must be renewed not later than April 1st.
2. The Principal and job-sharing educators will meet to work out the logistics of attendance at meetings, workshops, hours and other conditions necessary to implement the job share. Any unresolved issues shall be submitted to the Superintendent, whose decision shall be final.
3. The salaries for the participating educators in a job-sharing position shall be based on their respective salary step on the salary schedule.
4. If a job-share educator is required to work beyond the normal job-sharing time requirement such as an in-service day, the educator shall receive additional compensation based on proration of the educator's per diem.
5. Each job-share educator shall receive one full year credit of seniority and advancement on the salary schedule for each job-shared year.
6. With respect to returning to their regular teaching positions, the specific positions shall be determined by the Superintendent at the time the job-sharing positions are granted, i.e. which educators are entitled to which full-time teaching positions. In the event that either position was eliminated during the job-share period, the educator's eligibility for a teaching position shall be determined pursuant to the reduction-in-force criteria.
7. The job-sharing hours for each educator and respective prorated salary and benefits shall be determined by the Superintendent.

ARTICLE 25 - DURATION OF AGREEMENT

- A. This Agreement entered into this 18th of August, 2021 by and between EA22 and the RSU 22 Board of Directors, Hampden, Maine.
- B. This Agreement is to become effective as of September 1, 2021, and shall remain in effect until August 31, 2024.
- C. Should any part of this Agreement be found to be unlawful, that part shall become void, but all other parts shall remain in effect. Should any part be found to be unlawful, the parties agree to negotiate within ten (10) days on the impact upon the Association of the voiding of that provision.

EA22

RSU22 Board of Directors

Cedena McAvoy 8/18/21
Cedena McAvoy, Chief Negotiator

Regan Nickels 8/26/2021
Regan Nickels, Superintendent, Chief Negotiator

Brooke Boulanger 8/19/21
Brooke Boulanger, Negotiator

Christine Boone 8/18/21
Christine Boone, Assistant Superintendent, Negotiator

Betsy Murphy 8/20/2021
Betsy Murphy, Negotiator

Faye Anderson 8/27/21
Faye Anderson, Negotiator

Beth Kilgore 8/20/2021
Beth Kilgore, Negotiator

Lester French 9/7/21
Lester French, Negotiator

Candi Randall 8/24/2021
Candi Randall, Negotiator

Allan Gordon 8-26-2021
Allan Gordon, Negotiator

Trish Hayes
Trish Hayes, RSU 22 Accountant

APPENDIX A - SALARIES

A. Salary Schedules

See attached salary schedules for 2021-2024.

B. Experience

Partial experience of 51% FTE or more for 2 years shall count as one full year of experience.

C. The Board agrees that no educator hired into the system will be paid more than an educator of similar training and experience who is already employed by the District.

D. Differential for Guidance Personnel

1. Guidance personnel are required to work a longer work year than other educators. Consequently, the annual compensation for guidance personnel shall be the same as that of an educator with the same education and experience plus payment for the additional days at the counselor's regular per diem rate. The work year for middle and high school guidance personnel shall be 192 days. The work year for elementary (K-5) guidance personnel shall be 185 days.
2. The guidance personnel, the building principal, and the Director of Guidance may agree to a shortened required work year for guidance personnel. Such mutual exception shall be made on an annual basis and shall be in writing and provided to the Superintendent. In such instance, the guidance personnel's salary shall be reduced on a per diem basis for any reduced days of required work.

E. Nurses' Salary

Nurses possessing at least a Bachelor's degree employed under this Agreement shall be paid on the educator's scale.

F. Advanced Degree Scale

The Advanced Degree Scale shall apply to those educators with an earned Doctorate, C.A.S., 2nd Masters, or 30+ credits acquired while matriculating toward a second advanced degree. Credits earned at random will not apply.

G. Orientation for New Educators

All new educators will attend orientation day(s) as determined by the Superintendent and shall be compensated at a summer rate as determined by the Superintendent.

Salary Schedule 2021-2022 (Year 1)

Step	Exp	Bachelors	Bachelors NBCT	Masters	Masters NBCT	M+30	M+30 NBCT
0	0	\$39,043.00		\$41,543.00		\$44,043.00	
1	1	\$39,043.00		\$41,543.00		\$44,043.00	
2	2	\$40,106.92		\$42,606.92		\$45,116.68	
3	3	\$41,199.84		\$43,699.84		\$46,219.89	
4	4	\$42,322.53		\$44,822.53		\$47,353.44	
5	5	\$43,475.82	\$48,475.82	\$45,975.82	\$50,975.82	\$48,518.16	\$53,518.16
6	6	\$44,660.54	\$49,660.54	\$47,160.54	\$52,160.54	\$49,714.91	\$54,714.91
7	7	\$45,877.54	\$50,877.54	\$48,377.54	\$53,377.54	\$50,944.57	\$55,944.57
8	8	\$47,127.70	\$52,127.70	\$49,627.70	\$54,627.70	\$52,208.04	\$57,208.04
9	9	\$48,411.93	\$53,411.93	\$50,911.93	\$55,911.93	\$53,506.26	\$58,506.26
10	10	\$49,731.15	\$54,731.15	\$52,231.15	\$57,231.15	\$54,840.19	\$59,840.19
11	11	\$51,086.33	\$56,086.33	\$53,586.33	\$58,586.33	\$56,210.79	\$61,210.79
12	12	\$52,478.43	\$57,478.43	\$54,978.43	\$59,978.43	\$57,619.09	\$62,619.09
13	13	\$53,908.47	\$58,908.47	\$56,408.47	\$61,408.47	\$59,066.11	\$64,066.11
14	14	\$55,377.47	\$60,377.47	\$57,877.47	\$62,877.47	\$60,552.93	\$65,552.93
15	15	\$56,886.51	\$61,886.51	\$59,386.51	\$64,386.51	\$62,080.64	\$67,080.64
16	16	\$58,436.67	\$63,436.67	\$60,936.67	\$65,936.67	\$63,650.35	\$68,650.35
17	17	\$60,029.07	\$65,029.07	\$62,529.07	\$67,529.07	\$65,263.24	\$70,263.24
18	18	\$61,664.86	\$66,664.86	\$64,164.86	\$69,164.86	\$66,920.48	\$71,920.48
19	19	\$63,345.22	\$68,345.22	\$65,845.22	\$70,845.22	\$68,623.29	\$73,623.29
20	20	\$65,071.38	\$70,071.38	\$67,571.38	\$72,571.38	\$70,372.93	\$75,372.93
21	21	\$66,844.58	\$71,844.58	\$69,344.58	\$74,344.58	\$72,170.69	\$77,170.69
22	22	\$68,666.09	\$73,666.09	\$71,166.09	\$76,166.09	\$74,017.88	\$79,017.88
23	23	\$68,666.09	\$73,666.09	\$71,895.85	\$76,895.85	\$74,017.88	\$79,017.88
B-Scale							
15	15	\$58,650.35	\$63,650.35	\$61,150.35	\$66,150.35	\$63,650.35	\$68,650.35
16	16	\$60,263.24	\$65,263.24	\$62,763.24	\$67,763.24	\$65,263.24	\$70,263.24
17	17	\$61,920.48	\$66,920.48	\$64,420.48	\$69,420.48	\$66,920.48	\$71,920.48
18	18	\$63,623.29	\$68,623.29	\$66,123.29	\$71,123.29	\$68,623.29	\$73,623.29
19	19	\$65,372.93	\$70,372.93	\$67,872.93	\$72,872.93	\$70,372.93	\$75,372.93
20	20	\$67,170.69	\$72,170.69	\$69,670.69	\$74,670.69	\$72,170.69	\$77,170.69
21	21	\$69,017.88	\$74,017.88	\$71,517.88	\$76,517.88	\$74,017.88	\$79,017.88
22	22	\$69,017.88	\$74,017.88	\$71,517.88	\$76,517.88	\$74,017.88	\$79,017.88
23	23	\$69,220.61	\$74,220.61	\$73,898.48	\$78,898.48	\$78,918.65	\$83,918.65

Top step is 22. Step 23 is reserved for legacy educators who were on Step 23 in the 2020-21 school year.

Salary Schedule 2022-2023 (Year 2)

Step	Exp	Bachelors	Bachelors NBCT	Masters	Masters NBCT	M+30	M+30 NBCT
0	0	\$41,000.00		\$43,500.00		\$46,000.00	
1	1	\$41,000.00		\$43,500.00		\$46,000.00	
2	2	\$42,061.90		\$44,561.90		\$47,061.90	
3	3	\$43,151.30		\$45,651.30		\$48,151.30	
4	4	\$44,268.92		\$46,768.92		\$49,268.92	
5	5	\$45,415.49	\$50,415.49	\$47,915.49	\$52,915.49	\$50,415.49	\$55,415.49
6	6	\$46,591.75	\$51,591.75	\$49,091.75	\$54,091.75	\$51,591.75	\$56,591.75
7	7	\$47,798.47	\$52,798.47	\$50,298.47	\$55,298.47	\$52,798.47	\$57,798.47
8	8	\$49,036.45	\$54,036.45	\$51,536.45	\$56,536.45	\$54,036.45	\$59,036.45
9	9	\$50,306.50	\$55,306.50	\$52,806.50	\$57,806.50	\$55,306.50	\$60,306.50
10	10	\$51,609.44	\$56,609.44	\$54,109.44	\$59,109.44	\$56,609.44	\$61,609.44
11	11	\$52,946.12	\$57,946.12	\$55,446.12	\$60,446.12	\$57,946.12	\$62,946.12
12	12	\$54,317.43	\$59,317.43	\$56,817.43	\$61,817.43	\$59,317.43	\$64,317.43
13	13	\$55,724.25	\$60,724.25	\$58,224.25	\$63,224.25	\$60,724.25	\$65,724.25
14	14	\$57,167.51	\$62,167.51	\$59,667.51	\$64,667.51	\$62,167.51	\$67,167.51
15	15	\$58,648.14	\$63,648.14	\$61,148.14	\$66,148.14	\$63,648.14	\$68,648.14
16	16	\$60,167.13	\$65,167.13	\$62,667.13	\$67,667.13	\$65,167.13	\$70,167.13
17	17	\$61,725.46	\$66,725.46	\$64,225.46	\$69,225.46	\$66,725.46	\$71,725.46
18	18	\$63,324.15	\$68,324.15	\$65,824.15	\$70,824.15	\$68,324.15	\$73,324.15
19	19	\$64,964.24	\$69,964.24	\$67,464.24	\$72,464.24	\$69,964.24	\$74,964.24
20	20	\$66,646.82	\$71,646.82	\$69,146.82	\$74,146.82	\$71,646.82	\$76,646.82
21	21	\$68,372.97	\$73,372.97	\$70,872.97	\$75,872.97	\$73,372.97	\$78,372.97
22	22	\$70,143.83	\$75,143.83	\$72,643.83	\$77,643.83	\$75,143.83	\$80,143.83
23	23	\$70,143.83	\$75,143.83	\$72,902.40	\$77,902.40	\$75,402.40	\$80,402.40

B-Scale

15	15	\$60,167.13	\$65,167.13	\$62,667.13	\$67,667.13	\$65,167.13	\$70,167.13
16	16	\$61,725.46	\$66,725.46	\$64,225.46	\$69,225.46	\$66,725.46	\$71,725.46
17	17	\$63,324.15	\$68,324.15	\$65,824.15	\$70,824.15	\$68,324.15	\$73,324.15
18	18	\$64,964.24	\$69,964.24	\$67,464.24	\$72,464.24	\$69,964.24	\$74,964.24
19	19	\$66,646.82	\$71,646.82	\$69,146.82	\$74,146.82	\$71,646.82	\$76,646.82
20	20	\$68,372.97	\$73,372.97	\$70,872.97	\$75,872.97	\$73,372.97	\$78,372.97
21	21	\$70,143.83	\$75,143.83	\$72,643.83	\$77,643.83	\$75,143.83	\$80,143.83
22	22	\$70,143.83	\$75,143.83	\$72,643.83	\$77,643.83	\$75,143.83	\$80,143.83
23	23	\$70,143.83	\$75,143.83	\$74,933.06	\$79,933.06	\$80,023.51	\$85,023.51

Top step is 22. Step 23 is reserved for legacy educators who were on Step 23 in the 2020-2021 school year.

Salary Schedule 2023-2024 (Year 3)							
Step	Exp	Bachelor	Bachelors NBCT	Masters	Masters NBCT	M+30	M+30 NBCT
0	0	\$42,230.00		\$44,730.00		\$47,230.00	
1	1	\$42,230.00		\$44,730.00		\$47,230.00	
2	2	\$43,323.76		\$45,823.76		\$48,323.76	
3	3	\$44,445.84		\$46,945.84		\$49,445.84	
4	4	\$45,596.99		\$48,096.99		\$50,596.99	
5	5	\$46,777.95	\$51,777.95	\$49,277.95	\$54,277.95	\$51,777.95	\$56,777.95
6	6	\$47,989.50	\$52,989.50	\$50,489.50	\$55,489.50	\$52,989.50	\$57,989.50
7	7	\$49,232.43	\$54,232.43	\$51,732.43	\$56,732.43	\$54,232.43	\$59,232.43
8	8	\$50,507.55	\$55,507.55	\$53,007.55	\$58,007.55	\$55,507.55	\$60,507.55
9	9	\$51,815.69	\$56,815.69	\$54,315.69	\$59,315.69	\$56,815.69	\$61,815.69
10	10	\$53,157.72	\$58,157.72	\$55,657.72	\$60,657.72	\$58,157.72	\$63,157.72
11	11	\$54,534.51	\$59,534.51	\$57,034.51	\$62,034.51	\$59,534.51	\$64,534.51
12	12	\$55,946.95	\$60,946.95	\$58,446.95	\$63,446.95	\$60,946.95	\$65,946.95
13	13	\$57,395.98	\$62,395.98	\$59,895.98	\$64,895.98	\$62,395.98	\$67,395.98
14	14	\$58,882.53	\$63,882.53	\$61,382.53	\$66,382.53	\$63,882.53	\$68,882.53
15	15	\$60,407.59	\$65,407.59	\$62,907.59	\$67,907.59	\$65,407.59	\$70,407.59
16	16	\$61,972.15	\$66,972.15	\$64,472.15	\$69,472.15	\$66,972.15	\$71,972.15
17	17	\$63,577.22	\$68,577.22	\$66,077.22	\$71,077.22	\$68,577.22	\$73,577.22
18	18	\$65,223.87	\$70,223.87	\$67,723.87	\$72,723.87	\$70,223.87	\$75,223.87
19	19	\$66,913.17	\$71,913.17	\$69,413.17	\$74,413.17	\$71,913.17	\$76,913.17
20	20	\$68,646.22	\$73,646.22	\$71,146.22	\$76,146.22	\$73,646.22	\$78,646.22
21	21	\$70,424.16	\$75,424.16	\$72,924.16	\$77,924.16	\$75,424.16	\$80,424.16
22	22	\$72,248.15	\$77,248.15	\$74,748.15	\$79,748.15	\$77,248.15	\$82,248.15
23	23	\$72,248.15	\$77,248.15	\$74,748.15	\$79,748.15	\$77,248.15	\$82,248.15
B-Scale							
15	15	\$61,972.15	\$66,972.15	\$64,472.15	\$69,472.15	\$66,972.15	\$71,972.15
16	16	\$63,577.22	\$68,577.22	\$66,077.22	\$71,077.22	\$68,577.22	\$73,577.22
17	17	\$65,223.87	\$70,223.87	\$67,723.87	\$72,723.87	\$70,223.87	\$75,223.87
18	18	\$66,913.17	\$71,913.17	\$69,413.17	\$74,413.17	\$71,913.17	\$76,913.17
19	19	\$68,646.22	\$73,646.22	\$71,146.22	\$76,146.22	\$73,646.22	\$78,646.22
20	20	\$70,424.16	\$75,424.16	\$72,924.16	\$77,924.16	\$75,424.16	\$80,424.16
21	21	\$72,248.15	\$77,248.15	\$74,748.15	\$79,748.15	\$77,248.15	\$82,248.15
22	22	\$72,248.15	\$77,248.15	\$74,748.15	\$79,748.15	\$77,248.15	\$82,248.15
23	23	\$72,248.15	\$77,248.15	\$75,982.12	\$80,982.12	\$81,143.84	\$86,143.84

Top step is 22. Step 23 is reserved for legacy educators who were on Step 23 in the 2020-2021 school year.

APPENDIX B - EXTRA DUTY PAY

A. Educators who perform duties covered by the extra duty pay schedule will be paid according to the following schedule. See attached pay schedule for 2021-2024.

Stipend = Base Pay & Experience Factor

1 year	106%
2 years	109%
3 years	112%
4 years	115%
5 years	118%
6 years	121%
7 years	124%
8 years	127%

B. Schedule of Pay for Co- and Extra-curricular Positions

Hampden Academy					
Activity	ERP	Activity	ERP	Activity	ERP
Art Club Advisor	12	Football Assistant Coach (3)	29	Show Choir Director	20
Fine Arts Academic Team & Support Leader	23	Football Varsity Head Coach	48	Show Choir Voices Unlimited	20
Attendance Assistant	23	Football JV Coach (2)	29	Ski Alpine Assistant Coach	18
Band Director	25	French Club Advisor	12	Ski Alpine Head Coach	31
Baseball- Varsity Head Coach	40	Freshman Class Advisor	6	Ski Nordic Assistant Coach	14
Baseball Coach JV	20	Gamer's Club	6	Ski Nordic Head Coach	28
Baseball Coach Freshman	18	Gifted/Talented Coordinator	23	Soccer Boys JV Coach	20
Basketball Boys Head Coach	48	Golf Head Coach	25	Soccer Boys Varsity Head Coach	40
Basketball Boys JV Coach	29	Golf Assistant Coach	12	Soccer Girls JV Coach	20
Basketball Freshman Boys Coach	24	Hockey Assistant Coach	29	Soccer Girls Varsity Head Coach	40
Basketball Freshman Girls Coach	24	Hockey Head Coach	48	Social Studies Academic Team & Support Leader	23
Basketball Girls JV Coach	29	Hockey JV Coach	29	Softball Head Coach	40
Basketball Girls Varsity Coach	48	Indoor Track Assistant Coach (2)	22	Softball JV Coach	20
Beekeeping Club Advisor	16	Indoor Track Head Coach	42	Sophomore Class Advisor	6
Civil Rights Team Advisor	TBD	Intramurals Director	24	Spanish Club Advisor	12
Cheering Varsity Winter Coach	42	Jazz Band/Jazz Lab Advisor	25	Special Education Academic Team & Support Leader	23
Cheering JV coach	23	Junior Class Advisor	12	Special Olympics Coach	16
Cheering Fall Coach	24	Key Club Advisor	16	Stage Band/Jazz Ensemble Director	30
Chess Team Advisor	23	Latin Club Advisor	12	Student Council Advisor	16
Choral Accompanist	39	Leaders Club Advisor	16	Swim Coach	40
Chorus Director	20	Math Academic Team & Support Leader	23	Swim Assistant Coach	20
Computer Club Advisor	12	Math Team Advisor	12	Technology Education Academic Team & Support Leader	23
Cross Country Assistant Coach	20	Foreign Language Team & Support Leader	23	Tennis Assistant Coach	18
Cross Country Head Coach	40	Mock Trial Advisor	24	Tennis Head Coach (Boys)	36
Dance Club Advisor	12	National Honor Society Advisor	12	Tennis Head Coach (Girls)	36
Drama I Advisor	20	Outdoor Track Assistant Coach (3)	22	Theater Program Coordinator	21
Drama II Advisor	20	Outdoor Track Head Coach	40	Unified Basketball Head Coach	18
Drama III Advisor	20	Robotics	30	Weight Room Coach	40
English Academic Team & Support Leader	23	Science Team & Support Leader	23	Wellness, Physical Education, Family and Consumer Science Team & Support Leader	23
Envirothon Team Advisor	16	Senior Class Advisor	12	Volleyball -- Varsity Coach	40
Field Hockey Assistant Coach	20	Show Choir Ascension	20	Volleyball -- JV Coach	20
Field Hockey Head Coach	40			Yearbook Editor-in-Chief	28

Reeds Brook Middle School		Wagner Middle School	
Activity	ERP	Activity	ERP
Art Club Advisor	10	Art Club Advisor	10
Athletic Director	36	Athletic Director	36
Baseball A Team Coach	18	Baseball Coach	18
Baseball B Team Coach	18	Basketball Boys A Team Coach	24
Basketball Boys A Team Coach	24	Basketball Boys B Team Coach	(*)
Basketball Boys B Team Coach	24	Basketball Girls A Team Coach	24
Basketball Boys C Team Coach	(*)	Basketball Girls B Team Coach	(*)
Basketball Girls A Team Coach	24	Cheering Coach	10
Basketball Girls B Team Coach	24	Chess Advisor	16
Basketball Girls C Team Coach	(*)	Civil Rights Team Co-Advisor	12
Cheering A Team Coach	15	Cross Country Coach Middle Level	15
Cheering B Team Coach	10	Cross Country Assistant Coach	10
Chess Advisor	16	Drama Coach	14
Civil Rights Team Advisor	12	Jazz Band Advisor	20
Cross Country Coach	15	Math Team Advisor	12
Cross Country Assistant Coach	10	Show Choir Advisor	20
Drama Advisor	14	Soccer Boys Coach	19
Field Hockey Assistant Coach	10	Soccer Girls Coach	19
Field Hockey Head Coach	19	Softball Coach	18
Football Assistant Coach	24	Student Council Advisor	16
Football Head Coach	24	Track Assistant Coach	10
Intramural Director	18	Track Head Coach	20
Jazz Band Advisor	20	Yearbook Editor	14
Math Team Advisor	12		
Show Choir Advisor	20		
Soccer Boys Coach	19	DI District Coordinator	23
Soccer Assistant Coach Boys	10	District Music Program Director	18
Soccer Boys B Team Coach	19	Elementary Computer Coordinator	23
Soccer Girls Coach	19	Guidance Director	36
Soccer Girls B Team Coach	19	Teacher Certification Committee 9-12	12
Soccer Assistant Coach Girls	10	Teacher Certification Committee K-8	6
Softball A Team Coach	18	Teacher Certification Committee Secretary	12
Softball B Team Coach	18	Teacher Certification Committee Chair	12
Student Council Advisor	16	Smith School Civil Rights	6
Track Assistant Coach	10		
Track Head Coach	20		
Yearbook Advisor	14		

Revised: 07/23/2021

APPENDIX C - INTENSIVE ASSISTANCE PROCEDURE

When a continuing contract faculty member is not meeting one or more standards as set forth by the district's professional evaluation matrix, that faculty member will be placed on Intensive Assistance. The determination that a faculty member is not meeting the standard(s) will be made by the faculty member's supervisor after consultation with the superintendent. The purpose of intensive assistance is to improve the performance of the faculty member.

Except in disciplinary situations, or in the case of health, safety or legal violations, prior to being placed on Intensive Assistance, the faculty member shall have been provided specific written information regarding the standard(s) that are not being met, and recommendations as to how to improve to meet the standard(s). Should sufficient improvement not occur, the faculty member shall be provided additional written documentation regarding the deficiencies which have not been satisfactorily ameliorated, and that Intensive Assistance will occur if the faculty member continues to fail to meet the standard(s). This written documentation shall be provided to the superintendent at the time it is provided to the faculty member.

Intensive Assistance is a performance designation that follows classroom observations/evaluation. The educator's collective bargaining agreement, Title 2--A Maine Education and School Statutes, and Federal Law are also incorporated. Faculty members may choose to have Association representation involved throughout the process.

Step 1

Through a formative observation, summative evaluation, classroom observation, or a non-classroom observation a supervisor identifies standard(s) not being met. The supervisor then has a conversation with the faculty member including specific written information regarding any standard in question, and recommendations as to how to improve and meet the standard(s). The faculty member signs the written documentation, recognizing the conversation.

Step 2

Supervisor, with faculty member's input, identifies resources (people, professional literature, professional development activities) needed to improve and meet the standard(s). Supports(s), if needed, are put into place to help the educator improve to an effective level within a designated time period.

Step 3

Should sufficient improvement not occur, the faculty member shall be provided with additional written documentation regarding the specific standard(s) that are still deficient, and informed that Intensive Assistance will occur if the faculty member continues to fail to meet the standard(s). This written documentation shall be provided to the faculty member who will sign the documentation recognizing the conversation.

Intensive Assistance:

Step 4

Supervisor, with faculty member's input, develops an action plan and timeline to address deficient standard(s). The plan must include components which clearly indicate how the faculty member will demonstrate improvement in the standard(s) not being met. The components must be clear and measurable.

Step 5

Supervisor and faculty member identify resources (people, professional literature, professional development activities) that the faculty member can utilize to implement the action plan designed to address the deficient standard(s).

Step 6

Supervisor monitors the action plan, providing regular written feedback to the faculty member regarding progress made.

Step 7

Supervisor determined that the faculty member meets the standard(s) and recommended to the superintendent that the faculty member's contract be renewed.

OR

Supervisor determines that the faculty member does not meet the standard(s) and recommends to the superintendent that the faculty member's contract not be renewed.

