

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE ORONO EDUCATION ASSOCIATION
TEACHER/PROFESSIONAL UNIT

AND

THE RSU 26 BOARD OF DIRECTORS

2020 – 2023

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PREAMBLE

This agreement shall be between the Orono Education Association called the “Association” and the RSU 26 Board of Directors called the “Board.”

Whereas the Association and the Board both recognize that providing a quality education to the children of the RSU 26 is a mutual aim; and

Whereas the Board has a statutory obligation pursuant to the Municipal Public Employees Labor Relation Act under Chapters 424 of Public Law 1969, State of Maine, as amended, to confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration, and in particular excepting the obligations to negotiate educational policies; and

Whereas, the parties have reached certain understandings which they wish to set forth in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative as defined under State of Maine Public Law, Chapter 424, Section 962 for the following personnel: Classroom Teachers; Literacy Specialist Teachers, Specialist Teachers (Health, PE, Art, Music, Computer, Library, Guidance); Nurses; Special Education Teachers; Title I Teachers; Reading Recovery Teachers; Gifted & Talented Teachers; Speech/Language Teachers; English Language Learner Teachers; Alternative Education Teachers; and International Teachers (hereinafter “Employees”).

Excluded from the bargaining unit are all other personnel of RSU 26, including:

(i) evening school personnel while acting as such;

(ii) summer school personnel while acting as such; and

(iii) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program including but not limited to non-teaching employees employed by the school such as psychologists, physical and occupational therapists, consultants, Superintendents, principals, assistant principals, special education directors, curriculum coordinators, substitutes and after school extra-curricular program personnel while acting as such.

ARTICLE 2 – DEFINITIONS

- A. *Board* – Whenever the term "Board" is used, it refers to the RSU 26 Board of Directors, representatives designated by the Board, or any authorized agent of the Board.
- B. *Principal* – Whenever the term "principal" is used, it shall mean principal or assistant principal.
- C. *School* – Whenever the term "school" is used, it is to include any work location or functional division.
- D. *Superintendent* – Whenever the term "Superintendent" is used it shall include the Superintendent of Schools of RSU 26, or any other person whom the Superintendent or the Board specifically designates to act for the Superintendent in any particular situation or class of situations.
- E. *Association* – Whenever the term Association is used, it refers to the Orono Education Association (OEA) or any of its designated representatives.
- F. *Administration* – The administration refers to the administrative team consisting of the following positions: Superintendent of Schools, special education director, curriculum coordinator, principal and assistant principal.
- G. *Day* – Whenever the word “day” is used, it will refer to days in which the central office is open, unless otherwise expressly provided or clearly indicated by the context of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision, and the direction of employees are vested exclusively in the RSU 26 Board of Directors.

ARTICLE 4 – EMPLOYEE RIGHTS

A. Just Cause

1. No continuing contract employee shall be disciplined in writing, reprimanded in writing, or suspended without just cause. No continuing contract employee shall be dismissed, non-renewed, or deprived of professional advantage without just cause.

B. Personnel File

1. For official RSU 26 purposes, the Superintendent shall maintain one (1) personnel file for each employee. Each employee's personnel file, including working files maintained by building administrators, shall be considered the property of RSU 26. This file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, course credits, and written evaluations. Emails are not considered official correspondence.
2. Administrators and/or evaluators shall have the right to maintain one (1) working personnel file for each employee.
3. No separate personnel file shall be established which is unavailable for the employee's inspection.
4. An employee will be given a copy of all material prior to its being placed in the file and shall date and initial or sign the material prior to its placement in the file. Anonymous or unattributed material shall not be placed in the file.
5. Employees shall have the right to examine their file in the presence of the Superintendent, the Superintendent's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept and within twenty-four (24) hours of the request.
6. Employees shall have the right to examine their file in the presence of an OEA representative.
7. With written permission, the employee's representative(s) will have the right to examine that employee's personnel file.
8. Upon request, an employee, or the employee's representative(s), may obtain a copy of any material in the personnel file at the Board's expense.
9. The employee shall have the right to submit a written response to any material placed in the file within ten (10) working days from the date the employee receives such material. This written response shall be attached to the appropriate file material and placed in the file.
10. Employees shall have the right to request in writing that the Superintendent remove materials from their personnel file. After a meeting with the employee and the employee's representative, the Superintendent shall consider the employee's request and determine whether it is appropriate to remove the material from the personnel file. The decision of the Superintendent shall be final.

11. Material must be placed in an employee's personnel file at least three (3) days prior to any hearing with the Board or Superintendent or it may not be used at the hearing. When material not in the personnel file becomes available less than three (3) days prior to a hearing, the hearing will be delayed at the employee's request.

C. Suspension

1. Any suspension of an employee pending charges, investigation, or discipline shall be with full pay and related benefits.

D. Formal Hearing

1. Whenever any employee is required to appear before the Board or Superintendent in a formal disciplinary hearing concerning any matter which could adversely affect the continuation of the employee in their office, position or employment, or the salary or any increment pertaining thereto, then the employee shall be given written notice of the reasons for such meeting or interview.
2. The employee shall be notified by the Superintendent that the employee has the right to be accompanied by an OEA representative.

E. Complaints and Investigation

1. Any complaint regarding an employee that is used to evaluate or discipline an employee shall be brought to the attention of the employee in a timely manner, not to exceed five days, and promptly investigated, unless directed to delay notification by federal, state, or local agencies. After any pause, notification will occur within three (3) days. The employee shall be informed of the complainant's identity, if known, unless divulging this information would jeopardize an investigation being conducted by federal, state, or local agencies. The employee, upon notification, shall receive a copy of any written complaint and if a complaint was not made in writing, the administrator shall provide a written statement detailing the complaint that was made. Complaints received from students will be handled on a case by case basis.
2. Before the employee is questioned as part of an investigation, the employee shall be given prior written notice that an investigatory meeting will take place. The employee will be notified that they are entitled to have an Association representative present during such investigatory meeting. A request for a reasonable continuance shall be granted if a representative is not available. Any investigation will be conducted by the Superintendent / designee, provided however, the designee may not be a member of the Board.
3. At the conclusion of the investigation, the employee will be informed of the results of such investigation in writing. If the results of the investigation show the allegations are unfounded, such will be noted in the investigation report. If the employee disagrees with the outcome of the investigation, the employee shall have an opportunity to file a written rebuttal within ten (10) days of receiving the outcome of the investigation. Such rebuttal will be placed in the employee's file together with the investigation findings. This time limit may be extended by mutual written agreement between the employee and the Superintendent.

F. Posting of Vacancies

1. No later than three (3) weeks after the issuance of contracts, and when position vacancies occur, the Superintendent shall post a notice(s) of the known position vacancies on the bulletin board used for faculty notices.
 - a. Notice of such vacancies shall also be sent to staff via email.
 - b. Vacancies will be posted as soon as possible, but no later than the public advertisement.
 - c. A copy of the notice shall be forwarded to the President of the Association.

ARTICLE 5 – GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, impartial solutions to the problem, which from time-to-time may arise affecting the meaning and applications of the specific terms of this Agreement.
 - a. However, both parties recognize that this procedure must be available without any fear or discrimination because of its use.
 - b. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
 - c. Informal settlement at any stage shall bind the immediate parties to the settlement provided that the settlement is not inconsistent with the terms of this CBA.

B. Definitions

1. A “grievance” is an alleged violation of this Agreement or any dispute with respect to its meaning or application of the specific terms of the collective bargaining agreement.
2. A “grievant” is the employee, group of employees, or Association making the complaint.
3. A “party of interest” is the employee, group of employees, or Association making the claim and the person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Days.” See definition of “day” in Article 2.

C. Rights and Responsibilities

1. A grievant may be represented at any point in the grievance procedure by the Association.
2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the procedure.
3. The immediate supervisor or Superintendent shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or grievant(s) who are represented by the Association or its representatives.
4. No complaint informally resolved shall constitute a precedent for any purpose.

D. Time Limits

1. It is important that grievances be processed as rapidly as possible.
2. If the grievance is to be submitted to the formal procedure, the aggrieved employee and/or the Association, within thirty (30) days after the event(s) or condition(s) on

which the grievance is based occurred, shall submit in writing, and sign such grievance setting forth the contentions in full to the Principal of the school in which the aggrieved employee is assigned. If this time frame is not met, the grievance shall be deemed not to exist and all rights to grieve under this article are thereby waived.

3. 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 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.
4. The time limits in this agreement may be extended by mutual written agreement of the grievant and the appropriate administrator.

E. Informal Procedure

1. A grievance should first be discussed with the grievant's immediate supervisor in an effort to resolve the problem informally unless the direct supervisor is the source of the grievance.
2. If unsatisfied with the initial informal discussion, the grievant shall have the right to have the Association assist in further efforts to resolve the problem informally with the principal or other appropriate Administrator.
3. If the grievance cannot be resolved in this manner, the matter may be submitted to the formal grievance procedure.

F. Formal Procedure

1. Level One – School Principal
 - a. The grievant and/or Association may submit to the principal or other appropriate administrator a written formal grievance using the attached form.
 - b. The principal or other appropriate administrator shall submit a written decision to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance.
2. Level Two – Superintendent(s) of Schools
 - a. If not satisfied with the resolution of the grievance at Level One, or if no answer is received, the grievant may within ten (10) days submit it to the Superintendent at Level Two.
 - b. The Superintendent shall meet with the grievant and/or the Association and submit written decision to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance.
3. Level Three – Board of Directors
 - a. If not satisfied with the resolution of the grievance at Level Two, the grievant may request in writing a hearing on the matter before the Board within ten (10) days after receiving the Superintendent's response.

- b. The Board shall meet with the grievant and with representatives of the Association for the purpose of reviewing the grievance within ten (10) days after receiving the grievant's written request.
 - c. The Board shall submit a written decision to the grievant with a copy to the Association within ten (10) days after such meeting.
4. Level Four – Arbitration
- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, they may, within five (5) days of the decision, request in writing to the Executive Board of the Association that their grievance be submitted to arbitration.
 - b. 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 by so notifying the Chairperson of the Board in writing. An election by the Association not to pursue arbitration shall be signed by the President of the Association and shall be binding on the parties. If arbitration is elected, and if the Association subsequently decides not to proceed to arbitration or withdraws from arbitration, the Board shall be held harmless from any claims arising there from, unless legal fraud or collusion between the Board and the Association is proved.
 - c. The Chairperson of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. The grievant may elect to be present. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.
 - d. The arbitrator shall as soon as practicable render their decision in writing to all parties in interest, setting forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall 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; further, the arbitrator shall lack the power or authority to render a decision which is inconsistent with state and federal law. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall have no authority to violate, add to, delete, or otherwise modify the terms of the agreement.
 - e. The costs for the services for the arbitrator shall be borne equally by the Board and the Association.

G. Miscellaneous

- 1. If in the judgment of the Association, a grievance affects employees throughout a school, the Association may submit the grievance in writing directly to the principal at Level 1.

2. If in the judgment of the Association, a grievance affects employees throughout the RSU, the Association may submit the grievance in writing directly to the Superintendent at Level 2.
3. Forms for filing and processing grievances shall be prepared by the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
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.
5. No reprisals shall be taken by either party as an entity or as individuals against anybody who testified, provided evidence, or otherwise participated, or against any relative of those who testified, provided evidence, or otherwise participated in any steps of the grievance procedure. No grievance materials shall be filed in the personnel file of any employee who participates in a grievance procedure.
6. A form for submitting a formal grievance can be found in the appendix of this agreement.

ARTICLE 6 – REDUCTION IN FORCE

A. Position Elimination

1. If the Board is contemplating 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 by either party prior to a decision to eliminate any bargaining unit positions.
2. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
3. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association written notice within five (5) days.

B. Selection of Employees for Layoff

1. Except in the case of probationary employees who are not reemployed for the following school year, the selection of the employee(s) to be terminated as a result of the elimination of any bargaining unit position(s) shall be made in accordance with the following:

- a. The following district-wide impact areas shall be used:

- i. PreK-8 Classroom Teachers (including Literacy Spec. Teacher)

- ii. 9-12 impact areas by department:

English	Social Studies
Math	Science

Business Education	Alternative Education
International Program	

- iii. K-12 impact areas by specialty:

Library	Speech/Language Pathologist
Art	Computer Technology
Music	Health/Physical Education
Nurses	Guidance
Special Education	Gifted and Talented
Title 1 Teacher(s)	English Language Learning (ELL)
Reading Recovery	World Language

2. Once the impact area for layoff has been determined by the Board, the following criteria will be utilized to determine the specific employees selected for layoff (listed alphabetically and not in order of priority):

- a. Academic Preparation;
- b. Length of Continuous Service in RSU 26;
- c. Written Performance Evaluation; and
- d. Qualifications / Special Skills.

3. In consideration of the relative qualifications of all employees within the specific impact areas subject to a reduction in force and according to the criteria, the effected employee will be the person with the lowest number of points. If there is a probationary employee within that specific impact area within the probationary period, then that probationary employee shall not be offered a contract for the following year prior to the layoff of any other employee. Points shall be assigned to the individuals within the impact area in accordance with the following criteria:
 - a. Academic preparation – Up to six (6) points
 - Two (2) points for a BA or BS degree;
 - Four (4) points for a MA or MS degree;
 - Six (6) points for CAS, CAGS, Ph.D., Ed.D. or second master's degree.
 - b. Length of Continuous Service in RSU 26– Up to ten (10) points
 - Two (2) points for each three (3) years of continuous service with RSU 26 and/or prior school systems within RSU 26 up to a maximum of ten (10) points for this category.
 - c. Last Written Summative Performance Evaluation – Up to three (3) points
 - The following points may be received based on the most recent written performance evaluation:
 - Zero (0) points for an Unsatisfactory evaluation;
 - One (1) point for Partially Effective evaluation;
 - Two (2) points for Effective evaluation; and
 - Three (3) points for Exemplary evaluation.
 - d. Qualifications – Up to six (6) points
 - Two (2) points for each of the following, up to a maximum of six (6) points for this category.
 - i. Up to two (2) points for: Holding a certificate or proof of completion of a course / seminar that provides the employee with the present capacity to train other District employees;
 - ii. Up to two (2) points for: Holding active qualifications / certifications in two or more areas if this helps the District serve the needs of students;
 - iii. Up to two (2) points for: Holding an active National Board certification or Advanced Placement training; and
 - iv. Up to two (2) points for: Leadership in the school (ex. current service as a mentor or team leader; current, active service on curriculum committee, advisor to school organization, coach of school sports team, provided that such service must have been continuous for at least one academic year).
 - e. In the event of a tie, then the employee with the longest continuous employment in RSU 26 will be retained and the employee with the shortest continuous employment shall be laid off. See Seniority List

Preparation/Article 6, paragraph 5 for definition.

4. Notification of Layoff

- a. A employee notified of layoff may elect to displace an employee with fewer points in another impact area provided that the notified employee is currently certified within that impact area and has performed satisfactorily in their current impact area within the three year period preceding the date the employee is notified of layoff.
- b. The employee notified of layoff must notify the Superintendent's office, in writing, within thirty (30) working days to exercise this displacement right.
- c. The displacing employee must displace the employee with the fewest points in that impact area.

5. Seniority List Preparation

- a. The Superintendent shall provide the Association and post in all designated staff rooms a seniority list within three weeks of the effective date of this Agreement and by September 30 of each subsequent year.
- b. All employees shall be listed in the impact area reflecting their current assignment in descending order of seniority. The list shall show each employee's name, the date when the employee's continuous employment in RSU 26 began, the employee's total teaching/work experience, and the summary point total from the RIF equation above. The seniority list provided to the Association will contain all of the point totals for each criteria. Employees whose current assignment is in more than one impact area will be listed in the impact area in which they spend the majority of their school day.
- c. Any disagreement with the list must be reported by the Association to the Superintendent (or if by an employee, to the Association and the Superintendent) within thirty (30) days after delivery of the list to the Association and posting. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this thirty (30) day review period, will be made only by mutual agreement of the Superintendent and the Association.

C. Rights Upon Layoff

1. Notice

- a. An employee who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing.
- b. A copy of the notice of layoff shall be simultaneously sent to the Association.

2. Benefits

- a. An employee who is notified that they will be laid off shall be granted up to three (3) days' leave with pay for the purpose of seeking alternate employment.
- b. Employees who have been laid off may participate at their own expense in the

RSU 26 group health insurance plan for such period as is permitted under the insurance contract, not to exceed two (2) years from the effective date of layoff.

3. Recall

- a. Non-probationary employees who are laid off shall be eligible for recall for three (3) years from the effective date of the layoff.
- b. The Board (or its designee) shall mail to the Association and to each employee who is eligible for recall a list of all existing and anticipated vacancies as soon as each opening is known. It shall be the responsibility of the employee to keep the Superintendent notified of the employee's current mailing address.
- c. Employees who wish to fill such a vacancy shall inform the Superintendent within ten (10) days of the notification letter of their interest in the available position(s). An employee eligible for recall shall retain the right to reemployment in any available position within the employee's impact area for which the employee is qualified (by certification, experience, and training) and interested, prior to the employment of new hires. Where more than one employee who is eligible for recall is qualified for and interested in recall to a position, recall shall occur in the inverse order of layoff. If an employee is offered reemployment in accordance with these terms and refuses, the employee shall forfeit further eligibility for recall.
- d. All benefits to which an employee was entitled at the time of layoff including salary step, unused accumulated sick leave, and credits toward sabbatical eligibility shall be restored upon return to active employment.

ARTICLE 7 – EMPLOYEE ASSIGNMENT

- A. Salary schedule, building assignment, room assignment, and other schedules shall be given as a tentative written notice to each employee not later than the last in-service day of school.
- B. Salary schedule, building assignment, room assignment, class assignment, subject assignment, and other schedules will be given to the employees no later than ten (10) days after the budget validation referendum except that changes may be made for the needs of the system. Whenever such changes are necessary, employees will be notified as soon as possible.
- C. If an employee needs to be relocated to a different classroom, the employee will receive one (1) day per diem.
- D. Employees shall not be assigned instructional classes outside the scope of their credential(s) and/or their major or minor fields of study except as permitted by law.
- E. The use of regular teachers as substitute teachers shall be avoided. If, however, in the opinion of the Administration an exceptional situation exists and all other means for coverage have been exhausted, employees may provide coverage.
- F. If a current employee is interested in an available position, he/she need only submit a letter of interest. With this one exception, internal and external applicants will be treated the same.

ARTICLE 8 – EMPLOYEE HOURS AND TEACHING LOAD

- A. As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities, which include attending staff meetings, assisting students, consulting with parents, attending open houses, and attending student support meetings when necessary. The parties agree that employees will not normally be required to attend to duties assigned by the administrator while at school for more than 30 minutes beyond the student instructional day. Employees generally have flexibility in determining how the 30 minutes will be broken up, except that
1. All employees shall be present and available during passing time in the morning (time between the first warning bell and the commencement of the instructional day), and
 2. All employees shall be available until students depart on their respective buses.
- B. Whenever possible, staff meetings will begin no later than twenty (20) minutes after student dismissal time, shall run no longer than one (1) hour, and will take place not more than twice each month. The agenda for a staff meeting shall normally be given at least one (1) week prior to the meeting.
- C. The Board recognizes that the primary duty and responsibility of teaching personnel is to teach and shall therefore organize the school and school day toward ensuring that the energy of teachers is utilized primarily to this end. The Board shall exercise its best efforts to relieve teaching personnel of non-instructional duties inasmuch as practicable and reasonable and shall require the administration report on progress made to this end on an annual basis.
- D. Employee participation in extracurricular activities shall be voluntary except that once having accepted the position, the employee agrees to remain for the term of the activity, absent extraordinary circumstances, subject to the Superintendent's approval. Participation shall be compensated according to the rate of pay specified in the negotiated schedule.
- E. Employee participation in field trips that extend beyond the employee's in-school workday and overnight or weekend trips shall be voluntary.
- F. The Board recognizes the value of providing teachers with a daily preparation period (or its equivalent). Therefore, subject to the discretion of the principal, teachers shall be provided a preparation period and every effort will be made to provide equity in preparation time within each school and among schools. The issue of teacher planning/preparation time is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Board although subject also by statute to a meet and consult requirement and impact bargaining, if requested. Accordingly, both parties recognize that this provision does not constitute a contractual obligation on the part of the Board and shall not be subject to the grievance procedure contained in this contract.
- G. A study committee will be formed to annually review prep and lunch times across the District.

ARTICLE 9 – DUTY FREE LUNCH

- A. Every reasonable effort will be made to ensure all employees have a twenty (20) to twenty-five (25) minute duty free lunch.
- B. A study committee will be formed to annually review preparation and lunch times across the District.

ARTICLE 10 – JOB SHARE

- A. The Board will consider any job share proposal on a case-by-case basis and approve such requests only when the Board is satisfied that the best interest of the RSU will be served.
- B. The deadline for applications to job share or for the renewal of a job share is March 1. At the discretion of the Superintendent, applications of an emergency nature or as the result of unusual circumstances may be considered after March 1.
- C. “Job Sharing” shall be defined as a voluntary arrangement whereby two (2) employees share equally the responsibilities and duties for one (1) assignment.
- D. Salary in a job share position will be prorated based on the percentage of employment. If the job share employee elects to teach for their partner, then the employee working will be paid at their current prorated salary step.
- E. Fringe benefits and leave will be prorated based on the percentage of employment.
- F. Seniority will continue to accrue for employees working in a job share arrangement.
- G. In the event of the termination of a job sharing arrangement, the employee(s) will be reassigned in accordance with Article 6.
- H. In the event of a reduction in force, employees in a job share arrangement will be treated as any other employees under this contract.

ARTICLE 11 – EMPLOYEE EVALUATION

- A. All formal observation of the work or performance of an employee shall be conducted with the knowledge of the employee.
 - 1. For employees in a summative evaluation or probationary year, the formal observation will occur by April 1 unless an extension is mutually agreed upon by the employee and administrator.
 - 2. For continuing contract teachers and other employees, the formal observation and meeting to discuss the observation will occur on or before the date which is ten (10) days prior to the final student day.
 - 3. Employees will be given five (5) days advance notice of any formal observation, unless the employee and administrator mutually agree on a shorter timeframe.
 - 4. In the event that either the employee or administrator cancel the original date, only three (3) days advance notice will be required for a rescheduled formal observation.
- B. Employees will be evaluated according to Board of Directors' policy.
- C. Employees and administrators must accept equal responsibility for the appraisal process.
- D. Employees will be given a copy of any written report prepared by their administrator and will have an evaluation conference to discuss it. Employees have the opportunity to add their written comments to their evaluation at any time. Any summative evaluation of the employee's performance must be submitted to the employee for comments before becoming a part of the employee's personnel file.
- E. Failure to comply with the evaluation procedures outlined in this Article shall not have the effect of allowing a probationary employee to attain continuing contract automatically or by default.

ARTICLE 12 – PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

RSU 26 encourages employee participation in a wide range of professional development activities. These activities may include, but are not limited to: attendance at professional conferences and meetings, school visitations, in-service activities, leadership positions in professional organizations and university course work. Employees will be surveyed each spring for potential in-service professional development ideas.

A. Classes

1. Credit Hours

- a. Each fiscal year, the Board will pay all fees and the equivalent of up to twelve (12) credit hours at the University of Maine at Orono for employees enrolled in a degree-granting program (up to six (6) credit hours at the University of Maine at Orono for employees not enrolled in a degree-granting program). Should the employee choose a more expensive institution, the maximum amount will not exceed the maximum amount allowed above.
- b. RSU 26 shall also reimburse employees up to \$200 per course for course textbooks and materials required in such courses up to \$800 per year.
- c. Exceptions to this section will be made on an individual basis at the discretion of the Superintendent.
- d. The Course Approval Form is Appendix F: Course Approval Form.

2. Direct Payment Option

- a. As an alternative to the above reimbursement procedure, the RSU shall provide any employee who complies with the above approval 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 will be applied in a manner consistent with all other sections of this article.
- b. In the event that any employee who has used this direct payment option fails to successfully complete the course(s) or to provide written verification of successful completion within sixty (60) days from the ending date of the course, the employee shall reimburse the RSU the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the RSU by the employee shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the Superintendent's office at any time.
- c. Should the employee cease employment with the RSU prior to completion of the course, the cost of the course shall be reimbursed in full by the employee.

B. Conferences/Seminars/Workshops and Visits to Other Schools

The Board will reimburse employees for some conference-related expenses. The expenses may

include cost of registration, room, meals, travel (at current IRS rate), and any other items approved by the Superintendent in advance of said travel or conference. Exceptions will be made on an individual basis at the discretion of the Superintendent.

1. Each school year, employees shall receive up to three (3) paid student days for the purpose of attending approved workshops, conferences, seminars, or visiting other school systems. Employees shall also receive up to one (1) paid day for the purpose of attending board meetings of approved organizations. It is agreed by the parties that any conferences, workshops, or seminars required by an administrator shall not count toward these four (4) days.
2. Any professional development on a non-student day will not count against the four (4) day cap.
3. It is understood that each of the four (4) days set forth in this section shall require the approval of the administration, which approval shall be governed by Section C, below.
4. It is further understood that employees must give the principal or Superintendent prior notice at least one (1) week in advance. A substitute will be provided.

C. Pre-Approval

1. Classes, conferences, seminars, workshops, and visits to other schools must be approved, in writing, by the Superintendent or the Superintendent's designee in advance of registration. To obtain approval, employees must complete the appropriate form and demonstrate that attending a board meeting of an organization, attending the class, conference, workshop, or the visit to another school will:
 - a. Directly benefit the employee in their current teaching / work assignment; or
 - b. Directly benefit the students of RSU 26; or
 - c. Further the administration's goals or its vision for the schools.
2. If an employee's request is denied, the administration will explain the basis for its decision in writing. In the event a request is denied, it is agreed that such a denial shall not be subject to the grievance procedure unless the denial is arbitrary or capricious.

D. Recertification

1. The Board agrees to pay for the cost of each employee's State of Maine professional recertification renewal fee and other required licensures only in the area(s) of the employee's work assignment each recertification period..
2. The Board will not reimburse employees for the renewal fees of certificates that fall outside of the employee's current teaching assignment.
3. The Board will pay for Criminal History Record Checks (CHRC).
4. If the employee's assignment requires a new or additional certification, the Board will pay for that certification.

E. National Board for Professional Teaching Standards Certification

1. The Board will grant up to three (3) days of paid professional leave over the three (3)

- year certification period.
2. The Board will pay 100% of the certification fees.
 3. As a salary incentive, the Board will pay an additional amount (equivalent to the amount between degree levels on the salary scale – currently \$2,000.00) annually for the term of the certificate.

F. Change of Degree Status

1. The Board shall place any employee who receives an advanced degree upon the proper salary step within the salary schedule upon proof of completion of the advanced degree.
2. The employee must inform the Superintendent of the anticipated degree change prior to September 1 and January 1.

G. Financial Limit

1. The parties agree that the Board's financial obligations under this Article 12 in any given year shall be up to and shall not exceed an amount equal to one and one-half percent (1.5%) of the total annual school budget for that year.
2. To enable the administration and the Board to plan and anticipate the actual cost under this Article, employees agree that they will make every effort to notify their building administrator of their professional development desires/needs by March 1 of each year.

ARTICLE 13 – JOINT PROFESSIONAL DISCUSSION COMMITTEE

- A. The Association and the Board jointly recognize the value of positive community relations and the effect this can have on employee morale. Therefore, the parties agree to work together toward this mutual goal.
- B. A Joint Professional Discussion Committee shall be established and will meet quarterly. Employees will be notified of the quarterly meeting dates. In addition, the Joint Professional Discussion Committee will meet at the request of either party.
- C. The goal of this committee is to discuss matters of educational policy or other topics of concern. The Board and the Association both understand that any recommendation made by the Joint Professional Discussion Committee to the Board is advisory only.
- D. The committee shall be comprised of up to three (3) representatives of the Association, two (2) representatives of the Board, and the Superintendent or designee(s).
 - 1. The parties expressly agree that up to three (3) representatives of the RSU 26 ESP bargaining unit may attend such meetings as well.
 - 2. Any party may have additional representatives at particular meetings with the advance written agreement of the other parties.

ARTICLE 14 – SCHOOL CALENDAR

- A. The employee work year shall equal the number of student days plus up to seven (7) in-service days.
- B. Additionally, one (1) uninterrupted in-service day before the first student day will be designated for employees to prepare for the school year.
- C. One (1) uninterrupted in-service day will occur after the last student day and be designated as an end-of-year records day for employees.
- D. One of the Joint Professional Discussion Committee meetings will be used to share ideas about the school calendar; this will be scheduled before February 1.
- E. For any required work days beyond 182, employees will be paid at their per diem rate of pay.

ARTICLE 15 – EMPLOYEE FACILITIES

- A. To the extent possible, each school shall have the following facilities:
1. Space in each classroom in which employees may store instructional materials and supplies;
 2. A work area containing equipment and supplies to aid in the preparation of instructional materials;
 3. In addition to the work area, a furnished room which shall be reserved for the exclusive use of employees as the staff lounge. Although employees shall exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff;
 4. A serviceable desk, chair, and filing cabinet for the exclusive use of each employee;
 5. Suitable, lockable closet space for each employee to store coats, overshoes and personal articles;
 6. Copies exclusively for each employee's use of all texts used in each of the courses taught;
 7. Chalkboard space/dry erase board in every classroom;
 8. Books, paper, pencils, chalk, chalkboard, erasers and other material required in daily teaching responsibility;
 9. Classroom teachers will organize materials in their classrooms and common areas so they will be cleaned regularly.
- B. To the extent possible, for employees who work in more than one building, an appropriate room and other facilities shall be assigned to them in each school in which they work so they may effectively attend to their responsibilities.

ARTICLE 16 – USE OF AUTOMOBILES

- A. Employees shall not be required to drive students to activities that take place away from the school building.
- B. An employee may do so voluntarily, however, with the advance approval of the principal and by providing evidence of adequate insurance coverage by completing the Transportation of Students Form (found in RSU 26 Superintendent's Office).
- C. The employee shall be compensated at the current IRS mileage rate for the use of the employee's automobile.

ARTICLE 17 – EMPLOYEE ASSISTANCE PROGRAM

- A. The Board recognizes that chemical substance dependency, including alcoholism and drug illness, and personal and/or emotional problems, including family and/or marital difficulties, may adversely affect job performance. The Board will be supportive of any employee who seeks assistance or who is asked to seek assistance by the Board for such a problem.
- B. The Employee Assistance Program (EAP), defined as a professional short-term counseling service, offered to employees which includes assessment, information, outside referral and monitoring, will be conducted by a professional qualified contractor. The financial obligation of the Board shall not exceed five hundred dollars (\$500) for the individual use of each employee per year. Under no circumstances will the Board be obligated to pay for services already payable under available insurance coverage.
- C. It is understood that information exchanges between the employee and the professional contractor will be kept confidential between the two, unless the employee chooses to release this information. No documentation pertaining to an employee's enrollment in the EAP will be placed in the employee's personnel file.

ARTICLE 18 – TEMPORARY LEAVES

A. Sick Leave

1. As of September 1, all employees shall be entitled to fifteen (15) days of paid sick leave for each school year to be used for personal or family illness. Sick leave will first be deducted from the 15 day “escrow” that each employee is entitled to at the beginning of each school year. After using these 15 days, sick leave will then be deducted from the employee’s accumulate amount. Unused sick days shall be accumulated from year to year with a maximum limit of one hundred fifty (150) days. Those employees who have accumulated more than one hundred fifty (150) days at the conception of this contract can utilize the days already obtained, but cannot add newly acquired sick days beyond the one hundred fifty (150) day limit. Each employee will receive written notice of days available during the first month of each school year.
2. Employees will make every effort to schedule non-emergency appointments outside their workday. Sick leave should not be used to extend vacation or holiday weekends. Sick leave may be used for the purpose of personal or family illness or personal or family medical, dental, optical exam or treatment. (spouse/partner, child, parent, parent-in-law, relative living in the employee household).
3. For the purpose of accurate record keeping, a sick leave form shall be recorded upon returning.
4. Sick leave days will be prorated according to the percentage of full-time employment for those employees employed on less than a full-time basis.
5. The administration reserves the right to request a doctor's note after five (5) consecutive days of absence or if otherwise questionable. The administration also reserves the right to have a discussion about the validity of an absence to verify the appropriate use of sick leave when the absence occurs on the day before or after a holiday weekend, when there is a pattern of absences, or when the absence otherwise raises a concern.
6. The Board shall compensate an employee at the per-diem rate for up to the specified number of days of accumulated sick leave upon retirement. under the Public Employee Retirement System if the employee has been employed by RSU 26 for the number of years specified and provided that written notice of intention to retire is received by the Superintendent of Schools on or before March 1 of the year prior to the year of retirement.

<u>Years of Service</u>	<u>Benefit</u>
10-14 years of service	up to 20 days
15-19 years of service	up to 30 days
at least 20 years of service	up to 40 days

Employees who provide notice by March 1 of the year prior to retirement shall receive payment by June 30 of the year in which that employee retires. Employees who give notice later than March 1 of the year prior to retirement shall receive the payment in

July of the year following the year in which that employee retires.

7. The following information is included to make employees aware of state law regarding transfer of sick leave: 20-A M.R.S.A. Section 13601(2). "A school administrative unit which employs certified teachers who have accumulated sick leave in the teacher's immediately previous position in a public school system within the State shall accept up to 20 days of that sick leave for transfer to the employing school administrative unit. This sick leave shall be credited and made effective upon achieving continuing contract status in the employing unit, provided that:
 - a. There shall have been no break in service in that teacher's public school employment within the State; and
 - b. The teacher was eligible to receive sick leave in his or her previous position at the time of his or her termination of employment."
8. Any employee who does not use more than three (3) sick leave days during a school year shall receive a payment of three hundred and fifty dollars (\$350.00) not later than July 31 of that contract year.

B. Discretionary Leave

1. Employees may utilize up to four (4) discretionary leave days per year. Employees seeking to use discretionary leave days must request approval at least seven (7) days in advance. The request may be denied if proper coverage is not be available, if the requisite advance notice is not provided, or if more than five (5) pre-planned absence requests (discretionary days and professional development days) have already been granted for a particular date in the District. The decision of the Superintendent or designee shall be the final determination of whether or not the leave will be granted.
2. Additional days beyond the 5-day limit referenced in this section may be granted in the Superintendent's discretion; such decisions shall be final and shall not be subject to the grievance procedure provided that the decision is not arbitrary.
3. Once approval is granted for the use of a discretionary day(s), such approval will not be revoked.
4. Leave may be granted at the discretion of the Superintendent or designee if requested less than seven (7) days in advance.
5. Misuse of discretionary leave provisions in this Article may result in disciplinary action by the Superintendent. Disciplinary action may include verbal or written reprimand, loss of pay for the day(s), or suspension without pay.
6. Any employee who does not use any discretionary days during a school year shall receive a payment of five hundred dollars (\$500.00) and any employee who uses only one day of discretionary leave shall receive a payment of three hundred and fifty dollars (\$350.00) not later than July 31 of that contract year.

C. Maternity/Paternity Leave (birthing or non-birthing)

1. An employee of RSU 26 who has been employed for a period of one (1) year shall be entitled to up to twelve (12) work weeks of unpaid medical maternity/paternity leave

in any twelve (12) month period. Any accumulated sick days can be used as paid leave during these twelve (12) weeks. Beyond the twelve (12) weeks, a doctor's note must be given to use sick days as paid leave.

2. The amount of time required prior to childbirth and the amount of recovery needed after will be the exclusive professional decision of the mother's doctor.
3. It is understood that any disability or illness related to pregnancy or childbirth incurred by an employee shall be treated as any other physical disability or illness.
4. The leave may become effective three (3) months prior to the anticipated day of birth, with arrangements made between the employee and the Superintendent on the date of the employee resuming duties.
5. The leave granted shall not exceed one (1) year.

D. Adoption and Fostering Leave

1. Any employee adopting or fostering a child shall be covered under "C" above.

E. Personal Illness or Disability Leave

1. An employee who is unable to teach / work because of a personal illness or disability and who exhausted all accrued sick leave and sick bank allowance shall be granted, upon certification of two (2) physicians, a leave of absence without pay for the duration of such illness or disability to a maximum of one (1) year.
2. Up to thirty (30) days prior to returning, the employee must obtain a physician's certification of health and notify the Superintendent of availability for service.
3. At the discretion of the Board and upon request by the employee, the leave of absence without pay may be renewed.

F. Bereavement Leave

1. Bereavement leave is meant to be used for death in the immediate household or a member of the family (parents, grandparents, brothers, sisters, spouse, children of household residents, whether in-law or step-relationships).
2. Leave shall not to exceed five (5) days in each instance.
3. Additional days may be granted under exceptional circumstances at the discretion of the Superintendent.

G. Funeral Leave

1. Funeral Leave is meant to be used for extended family or very close relatives.
2. Leave shall be granted at the discretion of the principal.
3. Leave shall not exceed two (2) days in each instance.
4. Additional days may be granted under exceptional circumstances at the discretion of the Superintendent.

H. Military Duty Leave

1. Leave for active military duty will be governed by the Uniformed Service Employment and Reemployment Rights Act (USERRA).
2. Employees who are members of the National Guard or the Reserves of the United States Armed Forces are entitled to take a military leave of absence from their respective duties without loss of pay or time when engaged in military training, not to exceed seventeen (17) calendar days in any calendar year. Employees will make every reasonable effort to perform their military training during this period when school is not in session and will provide the Board with thirty (30) days written notice.

I. Jury Duty Leave

1. The Board agrees not to interrupt the normal salary payments to any employee who is summoned for and who appears for jury duty on a workday.
2. The employee shall promptly endorse and deliver to the RSU 26 any payment less expenses for jury services or a personal check to cover the same.

J. Sabbatical Leave

The Board may grant a leave of absence to an employee for the purpose of pursuing educational improvement that is valuable for the employee's knowledge, the school's culture, and the overall curriculum. All leave granted under this article shall be subject to the following conditions:

1. Sabbatical leave may be granted to three (3) employees every two (2) years.
2. Application for sabbatical leave must be submitted to the Superintendent prior to March 1 for any leave to be taken during the following school year.
3. Applications for leave shall include a description of the proposed program of study and how such study relates to the needs of the school system. Additional information concerning this request may be required by the Superintendent.
4. Applicants must have completed seven (7) years of service in the system for each sabbatical. An employee receiving a sabbatical must sign an agreement to return for at least two (2) years following the completion of the sabbatical. For every year less than seven years of service, add one additional year of service to the RSU once returning from the sabbatical leave. Any employee who fails to return shall reimburse the Board the full amount of the sabbatical leave payment, unless failure to return is because of illness or disability.
5. An applicant will be notified in writing on or before May 15 whether or not the employee's request for sabbatical is approved.
6. Compensation will be at the rate of full pay for one-half year or one-half pay for a full year.
7. An employee is assured of returning to their former position, subject to the Board's rights under Article 6 (reduction in force) and Title 20-A to determine the size of the workforce.

8. An employee will be advanced on the salary schedule as though the employee had been regularly employed during the period of the sabbatical.
9. The employee may elect to continue their insurance benefits. Either the Board will pay 50% of negotiated coverage for a full year and the employee will pay the remainder, or the Board will pay 100% of negotiated coverage for a half year. It shall be the responsibility of the employee to arrange for the premium payment with the Superintendent's office. Such premium payment is due and payable on the first business day of each month.

K. Non-Educational Leave of Absence

1. A non-educational leave of absence without pay may be granted to any employee who, after completion of seven (7) years in the system, applies for such leave for up to one (1) year subject to the discretion of the Superintendent.
2. All benefits (consistent with current collective bargaining agreement) to which an employee was entitled will be restored to the employee upon return from such a leave of absence.

ARTICLE 19 – SICK LEAVE BANK

A. Purpose/Standard for Access

1. The Board and the Association agree that there will be a sick leave bank. This bank is a reserve of days for any employee in need of sick days exceeding their accumulation of sick leave and shall be used for the purpose of personal or family catastrophic illness. For the purposes of this article, the term “family” shall mean immediate family (parents, spouse, children, and siblings).

B. Required Enrollment / Contributions to the Sick Bank / Maximum Size of Sick Bank

1. Except as set forth below in subpart E: Restrictions on Usage of Sick Bank Days of this section, all employees shall be required to donate one (1) sick day in September of each year. Any newly hired employee will be assessed one (1) sick leave day from that employee's sick leave on the date of hire and will then become a member of the sick leave bank.
2. Unused sick leave bank days shall continue from year to year to a maximum 180 days.
3. The parties agree that every employee shall be required to donate one (1) sick leave day to the sick bank every year in September, except as follows: When the 180-day cap has been reached, newly hired employees will remain obligated to donate one (1) sick leave day to the sick bank for initial enrollment purposes. However, all other employees will not be required to donate one of their unused sick days to the sick leave bank.

C. Sick Bank Committee / Decisions of the Committee

1. The sick leave bank shall be governed by a four (4) person committee comprised of an Association executive, the Superintendent, a designee of the Superintendent, and an employee.
2. Decisions by this four (4) person committee will be based on documented need and days will only be awarded to an applicant if the committee unanimously determines that the request is meritorious and that the above standard for accessing the sick bank has been met.
3. The decision of the committee shall be final and will not serve as a basis for a grievance.

D. Number of Days

The following limitations shall apply concerning the ability of employees to draw days from the sick bank.

1. Personal use of sick bank days. Eligible employees may be awarded up to thirty (30) sick bank days per school year for personal use. If an employee has been awarded thirty (30) days and wishes to draw additional sick bank days, then the employee must submit a new application form with updated medical information substantiating the need for additional sick bank days. The committee will consider such requests in accordance with section C: Sick Bank Committee/Decisions of the Committee above, and may award up to thirty (30) additional sick bank days to qualified employees.

2. Use of sick bank days to care for a family member. Eligible employees may be awarded up to a maximum of thirty (30) sick bank days per school year to care for a member of the employees' family (as defined above). Employees may not request more than 30 days for this purpose.
3. Annual cap. In no event shall an individual employee be permitted to draw more than sixty (60) days from the sick bank in any given school year.

E. Restrictions on Usage of Sick Bank Days

The following restrictions apply to employees' usage of sick bank days pursuant to this Article.

1. Employees wishing to access the sick bank must submit an application form, including a doctor's statement substantiating that they have (or a family member has) a catastrophic illness in order to establish that they are eligible to draw days from the sick bank. Forms to initiate a request from the sick leave bank are attached to this contract (Appendix D & E) and are available in the Superintendent's Office.
2. Employees may not draw from the sick bank until they have exhausted all of their accumulated paid leave (sick, discretionary leave, etc.)
3. Employees may not draw sick bank days for elective surgeries or hospitalizations if such procedures could have been scheduled during a vacation period.
4. Employees may not draw sick bank days for injuries that are work-related and for which they are receiving workers' compensation benefits.
5. An employee requesting sick bank days to care for a family member shall be required to submit
 - a. A doctor's statement that the family member is suffering from a catastrophic illness; and,
 - b. Convincing evidence that the employee is in fact needed to care for the family member.
6. In the event that an employee's request for sick bank days is granted, either in whole or in part, and the employee is subsequently deemed eligible for a Maine Public Employee Retirement System's or Social Security's disability retirement and in fact receives a disability retirement, such employee shall be obligated to pay back to the school system the value of the number of sick bank days used after the effective date of the disability retirement. The intent of this provision is to prevent employees from double dipping.

F. Miscellaneous

1. Sick Bank usage. Data concerning the sick bank usage will be maintained by the administration and an annual report will be made available to all parties involved.
2. Confidentiality. All application forms will be maintained by the Superintendent's office in a secure manner and in a separate medical file.

ARTICLE 20 – ASSOCIATION RIGHTS AND PRIVILEGES

A. Release of Information

1. The Board agrees to furnish to the Association all available public information in the possession of the Board concerning the financial resources of the RSU, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and school addresses of all employees, and such information that shall assist the Association to process any grievance or complaint.
2. These documents shall be sent to the Association at the same time they are sent to Board members.

B. Association Meetings

1. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay. This section shall also apply to meetings scheduled by independent individuals outside the control of the Association and the Board.
2. Employees will be allowed to attend full membership meetings after the conclusion of the regularly scheduled workday.
3. The OEA shall be granted one (1) hour during the first organizational workshop day of the school year to conduct its own business.
4. An Association representative may speak to the employees at the close of any faculty meeting.

C. Permission to Transact Business on School Property

1. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.

D. Use of Facilities and Equipment

1. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use.
2. Damage and accident costs shall be the responsibility of the Association.

E. Deduction of Association Dues

1. The Board shall deduct Association dues from regular paychecks of those individuals who provide signed authorization to the Superintendent's Office.
2. The Board shall transmit the dues money to the Association promptly.
3. The Association shall indemnify and save the Board harmless against all claims that may arise by reason of any arbitration in making deductions and remitting the same to the Association.

F. Association Leave

1. Association leave, not to exceed (1) day per year, shall be granted to the Local Association President provided there is three (3) days written notice to the Superintendent. The Superintendent has the authority to waive the three day notice in cases of emergency.

ARTICLE 21 – NEGOTIATION PROCEDURES

- A. No later than one hundred twenty (120) days prior to the conclusion of the current fiscal year operating budget, either party may notify the other of its intent to begin negotiating a successor agreement. Any agreement negotiated by the parties shall be reduced to writing and submitted to the Board and Association for ratification. Any Agreement so negotiated and ratified shall be signed by the Board and the Association and shall apply to all employees.
- B. The Board and the Association shall jointly agree on the operating procedures for conducting negotiations.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall possess all necessary power and authority to make and consider proposals, counter proposals, and reach agreement in the course of negotiations.
- D. 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 system 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 employees and/or Association their (its) rights under Chapter 9-A, Title 26 M.R.S.A. and the Association's right to negotiate the impact of educational policy changes on wages, hours and working conditions including the issue of retroactivity.
- E. By mutual agreement of the parties, additions, deletions, or changes may be negotiated in this Agreement during the life of this Agreement.

ARTICLE 22 – HEALTH AND SAFETY

- A. When employees believe that they are working under conditions that pose a hazard to the health or safety of people in the school, they shall report the alleged conditions to their immediate supervisor. The supervisor shall investigate the alleged hazardous conditions immediately. If hazardous conditions are found to exist, corrective action will be taken immediately. If no hazardous conditions are found to exist, the employee shall be provided with a written explanation as to why no action was taken.
- B. With the exception of nursing staff whose job responsibilities include dispensing medication, no employee shall be required to administer or dispense any medication to a student or perform any medical procedure upon a student. If willing, employees may dispense medication or perform medical procedures with advanced written permission from the student's parent or legal guardian, and with annual instruction/training from the school nurse. Employees administering/dispensing medication or performing any medical procedures (beyond any brief orally administered medication) shall be compensated ½ hour of their per diem rate for that day. The Board shall indemnify and hold harmless the employee against any claims resulting from the proper administration of such medication or the performance of such medical procedure.
- C. There will be a Safety Committee and the committee will include an Association representative from each school.
 - 1. This committee will meet quarterly to review and address safety concerns and issues and make recommendations to the Superintendent on safety matters.
 - 2. Safety Committee minutes will be posted electronically and on building communication boards.

ARTICLE 23 – PUBLIC EMPLOYEE RETIREMENT SYSTEM RETIRED TEACHERS

- A. A rehired retired teacher is defined as any teacher who has retired and severed employment, and now is receiving or is eligible to receive retirement benefits from Public Employee Retirement System and who has returned to teaching pursuant to 5 M.R.S.A. § 17859.
- B. Any Public Employee Retirement System retired teacher who has not within the last two years, worked for RSU 26 and who is subsequently employed by the Board following retirement shall be hired as a probationary teacher pursuant to 20-A M.R.S.A. § 13201.
- C. Any teacher previously employed by the Board and subsequently rehired as a retiree shall be considered a first-year teacher for the purpose of placement on the seniority list.
- D. The compensation and benefits available to returning retirees are governed by state law.

ARTICLE 24 – SALARIES

A. Schedules

The salaries of all employees covered by this Agreement are set forth in **Appendix A**.

B. Options

The annual salaries of employees shall be paid according to one of the following three options as selected by the employee.

Option 1)

The annual salaries of employees shall be paid biweekly in twenty-six (26) equal installments. However, in the event that there are twenty-seven (27) possible payroll dates in any given year, employees will be paid in twenty-seven (27) payments for that year. The RSU 26 Superintendent's Office will advise employees prior to the beginning of that contract year when there will be twenty-seven (27) payroll dates. Payments will be made on Fridays.

Option 2)

The annual salaries of employees shall be paid biweekly in twenty-one (21) equal installments during the school year. Payments will be made on Fridays. Employees shall request this option prior to the start of the school year. Requests shall be honored in the order that they are submitted to the RSU 26 Business Office provided sufficient balances exist. In the event that requests cannot be honored, employees shall be paid according to Option 1).

Option 3)

Employees electing Option 1) above may request summer paychecks in one lump sum provided this request is made in writing by April 1 and forwarded to the RSU 26 Superintendent's Office. If balances are insufficient to honor all requests before the end of the fiscal year (end of June), then such requests will be honored in the first paycheck of the following fiscal year (beginning of July).

Options 2) and Option 3) may be denied by the Superintendent for extenuating circumstances. Those circumstances will be shared with the Association President.

C. Deductions

Upon receipt of written authorization from the employee, the Board shall provide the following deductions in addition to those required by law:

1. Health Insurance
2. Dental Insurance
3. Association Dues
4. Direct Deposit
5. Other voluntary deductions (i.e., banks, TSAs) totaling no more than four (4) per employee.

D. Pay Due on a Holiday

1. If a paycheck is due on a school holiday, every reasonable attempt will be made to

provide checks the day preceding the holiday.

E. Per Diem Pay

1. The Board agrees to use one hundred eighty two (182) days as the divisor in figuring the employee's daily rate of pay.
2. Should an employee be required by the Board to work more than one hundred eighty two (182) days, then they shall be paid at 1/182 of their annual rate of pay for each additional day.

ARTICLE 25 – EXTRA PAY FOR EXTRA WORK

- A. As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. It is recognized that the education profession carries with it many demands that cannot always be accomplished within the school day or school year. The intent of this paragraph is to identify circumstances when employees may be compensated for work that is clearly beyond their normal professional responsibilities.
- B. Employees who are requested to work on projects or committees for the school that have been approved by the Superintendent and meet at least two of the following conditions, may be paid:
 1. The project or committee work occurs outside of the established work year;
 2. The project or committee work is considered to be outside the employee's normal professional responsibilities;
 3. The project or committee work involves more than sporadic or occasional meetings;
 4. The project or committee work involves significant work by individual employees outside of attendance at meetings.
- C. Employees who are requested by an administrator to work on District-wide committees for which payment is provided will be paid in accordance with established procedures.
- D. Only employees formally requested to attend a Board meeting by an administrator shall be compensated at their per diem rate.
- E. The hourly rate of payment for work performed will be the employee's hourly per diem rate.

ARTICLE 26 – STIPENDED POSITIONS

- A. Each stipend position is considered a one-year appointment. An appointment or re-appointment to a position will require a recommendation by the Superintendent and an appointment by the Board. The Superintendent's lack of recommendation and/or the Board's lack of appointment or re-appointment to a position is not subject to the grievance procedure.
- B. Stipends are based on a school year position unless otherwise noted.
- C. In the event an employee who has served three (3) consecutive years in the same stipend position is not recommended for reemployment by their supervisor, the employee may appeal this decision to the Superintendent. If the employee is not recommended by the Superintendent or re-appointed by the Board, the employee may request in writing a hearing by the Board no later than five (5) days after notification of non-recommendation by the Superintendent or non-appointment by the Board. Upon receipt of such a written request the Board shall set a meeting within ten (10) days of receipt of the notification. The Board shall give or cause to be given reasons for the lack of recommendations or appointment at this meeting. The Board's decision is final and not subject to the grievance process.
- D. The Board will review stipend activities yearly for continuance. Employees in these positions will be evaluated by their immediate supervisor annually and a copy of this evaluation will be forwarded to the Superintendent.
- E. Vacancies will be posted to RSU 26 employees. Qualified employees will be considered for these positions before being opened to the public. Notice of such vacancies shall be sent to employees via school email and posted in schools.
- F. These are extra-curricular activities and thus must occur outside of the school's regular hours.
- G. Co-curricular stipends shall be paid per point as follows:
- | | |
|----------|-----------|
| \$325.00 | 2020-2021 |
| \$327.00 | 2021-2022 |
| \$330.00 | 2022-2023 |
- H. Years of Experience Points
1. Each year of experience shall be awarded 0.5 points to a maximum of three (3.0) points.
 2. Whenever an appointee obtains ten (10) years or more of co/extra curricular activity experience in a specific activity, e.g. basketball, within Orono schools, the employee shall be awarded an additional one (1.0) point.
 3. With fifteen (15) years of experience the appointee will be awarded an additional 0.5 points, and with twenty (20) years of experience the employee will be awarded an additional one (1.0) point.
- I. List of Stipends
1. The stipends of all employees covered by this Agreement for the duration of this Agreement are set forth in Appendix B which is attached hereto and made a part hereof.

2. Stipends will be paid either biweekly during the term of the position or as a lump sum following the term.

J. The Stipend Committee

1. This committee is responsible for maintaining an accurate and up-to-date list of stipend positions.
2. Not later than March 1 of the last year of this Agreement, the Stipend Committee, comprised of up to nine members (faculty, administration, Board) will ensure equity among stipend positions by reviewing requests for adjustments to existing stipends and by developing a process for recommending new stipends.

K. All new positions requiring stipends must be approved by the Board.

ARTICLE 27 – HEALTH BENEFITS

A. Health Insurance

Employees shall be eligible for single or dependent coverage under the MEA Benefits Trust Choice Plus Plan or the MEA Benefits Trust Standard 500 Plan with a percentage of the premium cost paid by the Board. Additionally, the Board agrees to cover registered domestic partners as dependents under either Plan provided the employee / domestic partner submits an Anthem Affidavit of Domestic Partner Coverage confirming their current status as domestic partners. Employees shall be responsible for the balance of the cost of the premium.

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2020/21</u>
Choice Plus	Board Share: Single – 85%; Dependent –84.5% Employee share: Single – 15% ; Dependent – 15.5%
Standard 500	Board Share: Single – 87.5%; Dependent – 85% Employee share: Single – 12.5% ; Dependent – 15%

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2021/22</u>
Choice Plus	Board Share: Single – 85%; Dependent –83.5% Employee share: Single – 15% ; Dependent – 16.5%
Standard 500	Board Share: Single – 87.5%; Dependent – 85% Employee share: Single – 12.5% ; Dependent – 15%

<u>Plan Selected by Employee</u>	<u>Premium Cost Sharing 2022/23</u>
Choice Plus	Board Share: Single – 85%; Dependent –82.5% Employee share: Single – 15% ; Dependent – 17.5%
Standard 500	Board Share: Single – 87.5%; Dependent – 85% Employee share: Single – 12.5% ; Dependent – 15%

B. Cash in Lieu of Benefits

1. For an employee who chooses not to enroll in any health coverage offered by RSU 26, that employee will receive cash in lieu of this benefit in the amount of \$3,500.00.
 - a. Provided that during open enrollment for that year the employee signs and returns to the RSU a signed statement, in a form as may be designated by the RSU, attesting that the employee will have minimum essential health insurance coverage under another employer’s group health plan (such as the employee’s spouse) and all other individuals for who the employee reasonably

expects to claim a personal income tax exemption for each tax year that begins or ends during the upcoming school year ("tax family").

- b. The cash in lieu benefit will be treated as wages subject to applicable tax withholdings.
2. Notwithstanding the forgoing, the RSU reserves the right in its sole discretion to require additional documentation of other group health insurance coverage from the employee, such as certificate of coverage from the other employer's group health plan, in order for an employee to be eligible for cash in lieu.
 - a. Employee's will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for new cash in lieu payment.
3. The employee may only elect this option during the same enrollment guidelines offered other insurance options.
4. The employee may choose to receive this benefit biweekly or as a lump sum at the end of the contract year.

C. Dental Insurance

1. The Board shall pay 100% single coverage for Delta Dental Plan 5 including coverage D (adult coverage) for employees hired prior to September 1, 2011. Additionally, employees who may not have initially enrolled in coverage but who were hired prior to September 1, 2011 and have remained continuously employed in RSU 26 may enroll at this rate.
2. The Board shall provide each employee employed by RSU 26 on the date of this Agreement's ratification with single coverage for Delta Dental Plan 5 including coverage D (adult coverage). Employees need not be enrolled at the date of ratification, but will have the choice of enrolling in single coverage at no cost as long as they remain continuously employed by RSU 26.
3. Any employee hired after September 1, 2011 may choose to enroll in single coverage at 20% of the single coverage cost.
4. Any eligible employee may select dependent coverage and the additional cost can be paid by the employee on a pre-tax basis (pursuant to Section 125 of the Internal Revenue Code).

ARTICLE 28 – MISCELLANEOUS

- A. Part-time personnel will qualify for fringe benefits at the same proportion as their employment. This applies to Articles 12: Professional Development and Educational Improvement; 18: Temporary Leaves; and 27: Health Benefits.
- B. If any clause, sentence, paragraph, or part of the Agreement for any reason be judged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement.
- C. The Board and the Association recognize their mutual responsibilities to comply with applicable statutes, ordinances, or regulations governing discrimination.
- D. When both parties are in agreement, this document will be printed and distributed. The Board will print and distribute this Agreement.

ARTICLE 29 – TERM OF AGREEMENT

- A. The Agreement shall be effective as of September 1, 2020 and shall remain in effect for three (3) years ending August 31, 2023, or until a succeeding agreement is signed.
- B. It is agreed that those in-service workdays that occur during the month of August of any calendar year shall be applied to the total number of workdays for the succeeding school year.
- C. In witness whereof the parties have caused this Agreement to be executed the day and year first above written.

Signed this day of 8/28/2020

For the RSU 26 Board of Directors
DocuSigned by:
Jacob Eckert
C604671CDA1422...
Lead Negotiator, RSU 26

For the Orono Education Association
DocuSigned by:
Shana Stearns Goodall
F759E5402C8742B...
Lead Negotiator, OEA

RSU 26 Board of Directors Members
DocuSigned by:
Brian McGill
B9BA4AD2483E47F...
DocuSigned by:
Mark Brewer
2C1E2FBA69B3406...
DocuSigned by:
Leo Kenney
053C7708F533477...
7283FFBB5A20456...

Orono Education Association Members
DocuSigned by:
Christopher Libby
891CCF7507CA484...
Jodie Shaw
B81193023C9E49E...

DocuSigned by:
Brian McGill 8/31/2020
B9BA4AD2483E47F...
RSU 26 Board of Directors, Chair

DocuSigned by:
Shana Stearns Goodall 8/28/2020
F759E5402C8742B...
Orono Education Association, President

DocuSign Envelope ID: BED66572-9555-4B8C-9CA2-A3E1ED0FFB24

APPENDIX A: SALARY SCHEDULE 2020 – 2021

STEP	BA	MA/BA+30	CAS/MA+30
0	\$ 36,500.00	\$ 38,500.00	\$ 40,500.00
1	\$ 37,500.00	\$ 39,500.00	\$ 41,500.00
2	\$ 38,500.00	\$ 40,500.00	\$ 42,500.00
3	\$ 39,500.00	\$ 41,500.00	\$ 43,500.00
4	\$ 40,600.00	\$ 42,600.00	\$ 44,600.00
5	\$ 42,450.00	\$ 44,450.00	\$ 46,450.00
6	\$ 43,750.00	\$ 45,750.00	\$ 47,750.00
7	\$ 44,650.00	\$ 46,650.00	\$ 48,650.00
8	\$ 45,650.00	\$ 47,650.00	\$ 49,650.00
9	\$ 47,100.00	\$ 49,100.00	\$ 51,100.00
10	\$ 48,550.00	\$ 50,550.00	\$ 52,550.00
11	\$ 50,000.00	\$ 52,000.00	\$ 54,000.00
12	\$ 51,450.00	\$ 53,450.00	\$ 55,450.00
13	\$ 52,900.00	\$ 54,900.00	\$ 56,900.00
14	\$ 54,350.00	\$ 56,350.00	\$ 58,350.00
15	\$ 55,800.00	\$ 57,800.00	\$ 59,800.00
16	\$ 57,250.00	\$ 59,250.00	\$ 61,250.00
17	\$ 58,700.00	\$ 60,700.00	\$ 62,700.00
18	\$ 60,150.00	\$ 62,150.00	\$ 64,150.00
19	\$ 61,600.00	\$ 63,600.00	\$ 65,600.00
20	\$ 63,050.00	\$ 65,050.00	\$ 67,050.00
21	\$ 64,500.00	\$ 66,500.00	\$ 68,500.00
22	\$ 65,950.00	\$ 67,950.00	\$ 69,950.00
23	\$ 67,400.00	\$ 69,400.00	\$ 71,400.00
+	\$ 73,150.00	\$ 75,150.00	\$ 77,150.00
OFF SCALE SALARY INCREASE \$1,200			

APPENDIX A: SALARY SCHEDULE 2021 – 2022

STEP	BA	MA/BA+30	CAS/MA+30
0	\$ 38,000.00	\$ 40,000.00	\$ 42,000.00
1	\$ 39,000.00	\$ 41,000.00	\$ 43,000.00
2	\$ 40,000.00	\$ 42,000.00	\$ 44,000.00
3	\$ 41,000.00	\$ 43,000.00	\$ 45,000.00
4	\$ 42,100.00	\$ 44,100.00	\$ 46,100.00
5	\$ 43,200.00	\$ 45,200.00	\$ 47,200.00
6	\$ 44,300.00	\$ 46,300.00	\$ 48,300.00
7	\$ 45,200.00	\$ 47,200.00	\$ 49,200.00
8	\$ 46,200.00	\$ 48,200.00	\$ 50,200.00
9	\$ 47,450.00	\$ 49,450.00	\$ 51,450.00
10	\$ 48,750.00	\$ 50,750.00	\$ 52,750.00
11	\$ 50,050.00	\$ 52,050.00	\$ 54,050.00
12	\$ 51,500.00	\$ 53,500.00	\$ 55,500.00
13	\$ 53,000.00	\$ 55,000.00	\$ 57,000.00
14	\$ 54,550.00	\$ 56,550.00	\$ 58,550.00
15	\$ 56,000.00	\$ 58,000.00	\$ 60,000.00
16	\$ 57,450.00	\$ 59,450.00	\$ 61,450.00
17	\$ 58,900.00	\$ 60,900.00	\$ 62,900.00
18	\$ 60,350.00	\$ 62,350.00	\$ 64,350.00
19	\$ 61,800.00	\$ 63,800.00	\$ 65,800.00
20	\$ 63,250.00	\$ 65,250.00	\$ 67,250.00
21	\$ 64,700.00	\$ 66,700.00	\$ 68,700.00
22	\$ 66,150.00	\$ 68,150.00	\$ 70,150.00
23	\$ 67,600.00	\$ 69,600.00	\$ 71,600.00
+	\$ 73,150.00	\$ 75,150.00	\$ 77,150.00
OFF SCALE SALARY INCREASE \$1,200			

APPENDIX A: SALARY SCHEDULES 2022 – 2023

STEP	BA	MA/BA+30	CAS/MA+30
0	\$ 40,000.00	\$ 42,000.00	\$ 44,000.00
1	\$ 40,600.00	\$ 42,600.00	\$ 44,600.00
2	\$ 41,200.00	\$ 43,200.00	\$ 45,200.00
3	\$ 41,800.00	\$ 43,800.00	\$ 45,800.00
4	\$ 42,900.00	\$ 44,900.00	\$ 46,900.00
5	\$ 44,000.00	\$ 46,000.00	\$ 48,000.00
6	\$ 45,100.00	\$ 47,100.00	\$ 49,100.00
7	\$ 46,000.00	\$ 48,000.00	\$ 50,000.00
8	\$ 46,900.00	\$ 48,900.00	\$ 50,900.00
9	\$ 47,900.00	\$ 49,900.00	\$ 51,900.00
10	\$ 49,100.00	\$ 51,100.00	\$ 53,100.00
11	\$ 50,700.00	\$ 52,700.00	\$ 54,700.00
12	\$ 52,100.00	\$ 54,100.00	\$ 56,100.00
13	\$ 53,500.00	\$ 55,500.00	\$ 57,500.00
14	\$ 55,000.00	\$ 57,000.00	\$ 59,000.00
15	\$ 56,450.00	\$ 58,450.00	\$ 60,450.00
16	\$ 57,900.00	\$ 59,900.00	\$ 61,900.00
17	\$ 59,350.00	\$ 61,350.00	\$ 63,350.00
18	\$ 60,800.00	\$ 62,800.00	\$ 64,800.00
19	\$ 62,250.00	\$ 64,250.00	\$ 66,250.00
20	\$ 63,700.00	\$ 65,700.00	\$ 67,700.00
21	\$ 65,150.00	\$ 67,150.00	\$ 69,150.00
22	\$ 66,600.00	\$ 68,600.00	\$ 70,600.00
23	\$ 68,050.00	\$ 70,050.00	\$ 72,050.00
+	\$ 73,150.00	\$ 75,150.00	\$ 77,150.00
OFF SCALE SALARY INCREASE \$1,200			

APPENDIX B: STIPENDS

[Time = T, Responsibility = R]

Multi School Positions				
Position	Schools	T	R	Notes
Governance	OHS, OMS, Asa			\$1,000 – Set stipend. One position for each school.
Governance, Chair				\$500 – Set stipend. Added to Governance stipend.
RTI Coordinator	OHS, OMS, Asa	5	4	One position for <u>each</u> school.
Technology Lead	Asa			\$1,500 – Set stipend.
Technology Lead	OMS			\$1,200 – Set stipend.
Technology Lead	OHS			\$1,200 – Set stipend.
Mentor, Tier A	OHS, OMS, Asa			\$1,050 – Set stipend.
Mentor, Tier B	OHS, OMS, Asa			\$787.50 – 75% of Mentor, Tier A.
Mentor, Tier C	OHS, OMS, Asa			\$525 – 50% of Mentor, Tier A.
Ed Tech Recertification	OHS, OMS, Asa			\$250 – Set stipend. (ESP CBA) One position for each school.
Sub Caller	OHS & OMS Asa			\$3,500 – Set stipend. \$2,400 – Set stipend.
Principal Sub	OMS & Asa			\$2,200 – Set stipend. One position for each school.
RSU 26 Media Manager	RSU 26			\$2,600 – Set stipend.

Asa C. Adams School				
Position	T	R	Notes	
AM Duty			\$1,500 – Set stipend.	
Lunch Supervisor			\$1,500 – Set stipend.	
Volunteer Coordinator	3	1		
Greenhouse Coordinator	2	2		
Co-Curricular				
Destination Imagination	3	2		

Show Choir	1	2	
Student Council	2	1	
Drama Director	2	2	
Extra-Curricular			

Orono Middle School			
Position	T	R	Notes
Homework Hall			\$3,600 – Set stipend.
Lunch Supervisor			\$1,500 – Set stipend.
Co-Curricular			
Art Club			\$1,000 – Set stipend.
Chess Club	2	1	
Drama Director, Fall	2	2	
Drama Director, Spring	2	2	
Drama Assistant Director/Music Director	1 or 2, see note	1	Director & Principal will determine if participation numbers warrant an Assistant Director (T 1, R 1). If it is decided to stage a musical, the position will be a Music Director at T 2, R 1.
Drama Assistant Director	1	1	
Intramurals (AM)			\$1,500 – Set stipend. Full year.
Intramurals (PM)			\$500 – Set Stipend. Two seasons = \$1000
Jazz Band	2	1	
Math Team	2	2	
Newspaper	3	2	
Outing Club	4	4	
Show Choir, Director	4	2	

Show Choir, Music Director	2	1	
Student Council	3	3	
Yearbook			\$1,500 – Set stipend.
Operation Breaking Stereotypes	1	2	
Orono Middle School (Continued)			
Position	T	R	Notes
Extra-Curricular/Athletic			
Cross Country	4	2	Fall
Field Hockey A	4	2	Fall
Field Hockey B	3	2	Fall
Football	5	2	Fall
Football, Assistant	4	1	Fall
Soccer, Boy's A	4	2	Fall
Soccer, Boy's B	3	2	Fall
Soccer, Girl's A	4	2	Fall
Soccer, Girl's B	3	2	Fall
Basketball, Boy's A	4	2	Winter
Basketball, Boy's B	3	2	Winter
Basketball, Girl's A	4	2	Winter
Basketball, Girl's B	3	2	Winter
Cheering	4	2	Winter
Skiing, Nordic	3	2	Winter
Baseball A	4	2	Spring
Baseball B	3	2	Spring Participation will warrant position.

Softball A	4	2	Spring
Softball B	3	2	Spring Participation will warrant position.
Track	4	2	Spring
Track	4	2	Spring

Orono High School			
Position	T	R	Notes
Graduation with Distinction, Coordinator			\$1,500 – Set stipend.
Graduation with Distinction, Mentors			\$500 – Set stipend. (2 Mentors/Teachers = \$1000)
Co-Curricular			
AFS Advisor	1	1	
Art Club			\$1,000 – Set stipend.
Band (Pep) Director	7	2	
Chess Team	3	2	
Class Advisor, 9	1	2	
Class Advisor, 10	1	2	
Class Advisor, 11	2	2	
Class Advisor, 12	3	2	
Drama, Musical – Director	7	3	
Drama, Musical – Music Director	5	2	
Drama, Musical – Tech Director	4	2	
Drama, Musical – Choreographer	2	1	
Drama, One Act – Director	3	2	
Drama, One Act – Tech Director	2	2	Fill as Needed.

Drama, Spring Play – Director	3	2	
Drama, Spring Play – Tech Director	2	1	
French Club	2	1	

Orono High School (Continued)			
Position	T	R	Notes
Co-Curricular (Continued)			
Gaming Club			\$800 – Set stipend.
Key Club	3	2	
Geek Squad Coordinator	1	1	
Humanities Collaboration	2	1	
Jazz Band	4	2	
Literary Magazine (Enclave)	2	2	
Math Team	3	3	
National Honor Society	2	2	
Outing Club	2	3	
Show Choir – Choreographer	2	1	
Show Choir – Director	8	2	
Show Choir – Music Director	4	2	
Show Choir – Tech Director	1	1	
Spanish Club	2	1	
Speech and Debate	1.5	1	
Student Council	4	4	
Windblade Challenge Advisor	3	2	

Orono High School (Continued)			
Yearbook			\$2,500 – Set stipend. Part in Publications class.
Extra-Curricular/Athletic			
Cheering - Fall, Coach	5	2	Fall
Cross Country, Head Coach	9	7	Fall

Orono High School (Continued)			
Position	T	R	Notes
Extra-Curricular/Athletic (Continued)			
Cross Country, Assistant Coach	5	3	Fall
Field Hockey, Varsity – Head Coach	8	7	Fall
Field Hockey, JV Coach	5	2	Fall
Football, Head Coach	10	7	Fall
Football, Assistant/JV Head Coach	6	2	Fall
Football, Assistant	6	1	Fall
Golf	6	3	Fall
Soccer – Boy’s, Varsity – Head Coach	8	7	Fall
Soccer – Boy’s, JV – Coach	5	2	Fall
Soccer – Girl’s, Varsity – Head Coach	8	7	Fall
Soccer – Girl’s, JV Coach	5	2	Fall
Basketball – Boy’s, Varsity – Head Coach	10	7	Winter
Basketball – Boy’s, JV – Coach	7	2	Winter
Basketball – Girl’s, Varsity – Head Coach	10	7	Winter
Basketball – Girl’s, JV – Coach	7	2	Winter
Basketball, Unified – Head Coach	4	2	Winter

Orono High School (Continued)			
Basketball, Unified – Assistant Coach	4	1	Winter
Cheering – Winter, Varsity, Coach	9	7	Winter

Orono High School (Continued)			
Position	T	R	Notes
Extra-Curricular/Athletic (Continued)			
Ice Hockey, Head Coach			Winter Shared with Old Town. (Amount TBD by RSU 34 CBA)
Ice Hockey, Assistant Coach			Winter Shared with Old Town. (Amount TBD by RSU 34 CBA)
Ice Hockey, Assistant Coach			Winter Shared with Old Town. (Amount TBD by RSU 34 CBA)
Indoor Track, Varsity – Head Coach	9	7	Winter
Indoor Track, Assistant Coach	5	3	Winter
Indoor Track – Assistant Coach	5	2	Winter Participation will warrant position.
Skiing – Nordic, Coach	7	6	Winter
Swimming, Boys Varsity – Head Coach	3	3	Winter
Swimming, Girls Varsity – Head Coach			Winter Shared with Old Town. (Amount TBD by RSU 34 CBA)
Baseball, Varsity – Head Coach	9	7	Spring
Baseball, JV – Coach	4	1	Participation will warrant position.
Baseball, Assistant Coach			Spring \$1,600 – Set Stipend. Participation will warrant position.
Canoe Team	6	7	Spring - \$1,400 – Set Stipend. Participation will warrant position.
Softball, Varsity – Head Coach	9	7	Spring
Softball, JV – Coach	4	2	Spring Participation will warrant position.
Tennis, Varsity – Head Coach	8	5	Spring
Tennis, JV – Coach	5	1	Spring

Tennis, Assistant Coach	4	1	Spring – Participation will warrant position.
Track, Head Coach	9	7	Spring
Track – Assistant Coach	5	3	Spring
Track – Assistant Coach	5	1	Spring
Track – Assistant Coach	5	1	Spring Participation will warrant position.

APPENDIX C: GRIEVANCE FORM

Date of Filing: _____

1. Aggrieved Person: _____

2. Position: _____

3. Contract Provision(s) Alleged Violated: _____

4. Time, Date, Place of Occurrence: _____

5. Statement of the Grievance:

(include events and conditions of the grievance and persons responsible)

6. Redress Sought:

Signature of Aggrieved Person

Date

7. Response:

**SICK BANK
APPLICATION INSTRUCTIONS**

1. This application must be filled out in its entirety. Please print or type all information. Incomplete applications will be returned for further clarification and will delay possible use of sick bank days.
2. Please deliver the Certification of Health Care Provider form to your medical provider. After completing the form, your provider should return the form to you.
3. You may send the completed Certification of Health Care Provider directly to the Human Resources Director or you may attach it to your application. However, your application will not be processed until the Human Resources Director receives the Certification of Health Care Provider.
4. If you have any questions regarding your application or status please contact the Superintendent's Office at (207) 866-7110.

**SICK BANK
APPLICATION FORM**

PLEASE TYPE OR PRINT ALL INFORMATION

INTRODUCTION

The sick leave bank is designed to provide income protection for eligible employees who have exhausted their personal and sick leave, and who have an absence due to a personal or family catastrophic illness that prohibits them from performing their job or an alternative work assignment (if available).

Sick leave bank days are not available for absences covered by workers' compensation or for elective surgery that is not medically necessary.

SECTION I: CONTACT INFORMATION

Employee Name: _____

Address: _____

Phone Number: _____

SECTION II: REASON FOR REQUEST TO WITHDRAW DAYS FROM SICK BANK

Number of days requesting from the Sick Leave Bank: _____

Reason for requesting Sick Bank days: (check one)

Catastrophic illness of employee*

Catastrophic illness of employee's parent, spouse, child, sibling*

*Physician's certification must be submitted in both cases. To request sick bank days for the catastrophic illness of a family member, the employee must also provide convincing evidence that the employee is in fact needed to care for the family member (see Section III below).

In your own words, describe the nature of your illness (or the illness of your "family member"):

Date you were last actively at work: _____

Date you are expected to return to work: _____

Date illness/injury occurred: _____

Is this injury / illness work related? Yes No

**SICK BANK
APPLICATION FORM**

SECTION 3: NEED TO CARE FOR A FAMILY MEMBER

Please explain why you need leave to care for your family member (i.e., why another individual cannot provide the necessary comfort or care):

Please attach supporting evidence or documentation, if appropriate.

SECTION 4: MEDICAL PROVIDER INFORMATION

Name of attending physician(s): _____

Date physician **first** consulted for this illness: _____

Date physician **last** consulted for this illness: _____

Did illness/injury require an inpatient hospital stay? **Yes** **No**

If yes, please list the dates of your hospital stay and what medical facility you / your family members were treated in:

Dates: _____

Name of Facility: _____

SECTION 5: DISABILITY RETIREMENT

I acknowledge that in the event that this request is granted, either in whole or in part, and I am subsequently deemed eligible for a Maine Public Employee Retirement System's or Social Security's disability retirement and in fact receive a disability retirement, that I am obligated to pay back to the school system the value of the number of Sick Bank days used after the effective date of the disability retirement.

Yes **No**

SECTION 6: LIMITED AUTHORIZATION TO RELEASE INFORMATION

By signing this form, I hereby authorize the release of this form, the accompanying doctor's certificate, and the other materials I have enclosed with this sick bank application to the designated members of the Sick Bank Committee. I also understand that a copy of these materials will be maintained by the Superintendent's Office in a confidential medical file.

**SICK BANK
APPLICATION FORM**

SECTION 7: EMPLOYEE'S CERTIFICATION

I certify that all of the statements made by me in this application for paid benefits by my publicly funded employer are true and complete to the best of my knowledge and belief and that such statements have been honestly presented. I understand that providing any false or misleading information on this application shall be fully sufficient grounds to refuse to grant sick bank days to me, or, if such days have already been provided to me, to discipline me in accordance with the collective bargaining agreement and/or Maine law.

Signature: _____

Print Name: _____

Date: _____

CERTIFICATION OF HEALTH CARE PROVIDER FOR CATASTROPHIC ILLNESS

(This form should be used only if there is not a current FMLA/FML medical certification on file covering the request for sick leave bank.)

A. FOR COMPLETION BY PRINCIPAL

Employee's name: _____

Employee's job title: _____

List employee's essential job functions (or attach job description):

B. INSTRUCTIONS TO THE EMPLOYEE

You must give this form to your health care provider to complete so that you can return it to the Human Resources Director prior to accessing the sick leave bank. It is preferable for you to return the form yourself.

C. INSTRUCTIONS TO THE HEALTH CARE PROVIDER

The above-named employee has requested leave from a sick leave bank for a "personal or family Catastrophic Illness" which he/she anticipates will result in a long-term absence from work. The term "family" means the employee's spouse, parent, child, or sibling. Please answer, fully and completely, all applicable parts of this form. Several questions seek a response as to the duration of a condition or treatment. Your answer should be your best estimate based upon your medical knowledge, experience and examination of the patient. Please be as specific as you can and limit your responses to the condition for which the employee is seeking sick leave bank coverage.

Please be sure to sign and date the form. Thank you.

Provider's name:

Provider's business address: _____

Type of practice/medical specialty: _____

Telephone: () _____ Fax: () _____

CERTIFICATION OF HEALTH CARE PROVIDER FOR CATASTROPHIC ILLNESS

PART 1: MEDICAL FACTS

1. Approximate date condition commenced: _____

2. Probable duration of condition: _____

3. Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility? **No** **Yes**

If so, dates of admission and discharge: _____

4. a. Date(s) you treated the patient for condition: _____

b. How often will the patient need to have treatment visits due to the condition?

5. Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? **No** **Yes**

If so, state the nature of such treatment(s) and expected duration of treatment(s):

6. If the illness is personal to the employee, is the employee unable to perform any of his/her job functions due to the condition? **No** **Yes**

If so, identify the job functions the employee is unable to perform:

7. If the employee seeks leave to care for the catastrophic illness of a parent, spouse, child, or sibling, is the employee needed to care for the family member:

No **Yes** **Unknown**

If so, explain why other individuals are not able to care for or comfort the family member:

8. Describe other medical facts, if any, relevant to the condition for which the employee seeks to access the sick leave bank (such medical facts could include symptoms, diagnosis, or any regimen of continued treatment): _____

PART 2: AMOUNT OF LEAVE NEEDED

Please estimate the beginning and ending dates for the period of incapacity (please provide specific dates, with the understanding that the ending date is approximate and subject to change):

PART 3: ADDITIONAL INFORMATION (include question number, if applicable):

PART 4: CERTIFICATION

As a medical or health care provider with the knowledge necessary to make this determination, it is my opinion that the above employee has a Catastrophic Illness which makes him/her unable to return to work as set forth above, or that the employee is needed to care for the employee's parent, spouse, child, or sibling with a catastrophic illness.

Signature of Health Care Provider

Date

NOTICE TO HEALTH CARE PROVIDER:

In accordance with the federal Genetic Information Nondiscrimination Act, we request that you do not provide any genetic information regarding the patient or family members (including family medical history; the results of patient/family members' genetic tests; the fact that the patient/family members sought or received genetic tests; or any genetic information regarding a fetus or embryo of the patient/family members.

**PLEASE RETURN THIS FORM TO THE PATIENT AS SOON AS POSSIBLE.
THANK YOU.**

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APPENDIX F: COURSE APPROVAL FORM

RSU 26 COURSE APPROVAL
Return to the Superintendent's Office.

NAME: _____ **DATE:** _____

SOCIAL SECURITY #: _____

SCHOOL: _____ **POSITION:** _____ **SUBJECT:** _____

Listed below is/are the course(s) that I plan to take this semester _____
at the following accredited college _____.

I **am** enrolled in a degree-granting program: _____

I am **not** enrolled in a degree-granting program.

Course Name	Course ID	Course Type	# Credit Hours	Tuition Cost
-------------	-----------	-------------	----------------	--------------

The following course types are to be excluded by taxable income:

- A. Undergraduate course
- B. Graduate level course required by the Board
- C. Graduate level course used for recertification
- D. Graduate level course as part of Board required advanced degree
- E. Graduate level course necessary to maintain and/or improve skills in current job

Reimbursement for the following course type is subject to withholding and must be included in the employees wages:

- F. Graduate level course leading to an advanced degree that is not required to maintain the current position

I understand that with approval the University of Maine System will bill RSU 26 upon completion of any courses taken there (third-party billing).

I understand that it may be possible to arrange for third-party billing for other institutions as well.

I understand credits taken at institutions that do not accept third-party billing will be reimbursed in accordance with the CBA when I present a transcript or grade report showing successful completion of the course(s) and a receipt showing tuition cost.

I understand all tuition payments are paid provided I am in the employ of RSU 26 at the time of billing or subsequent reimbursement.

I understand that reimbursement for courses that lead to an advanced degree that is not required to maintain my current position is fully taxable.

EMPLOYEE SIGNATURE: _____

(FOR OFFICE USE ONLY)

Approved Disapproved Superintendent of Schools _____

Grade received _____ Receipt received _____

Account # _____ Date Paid _____

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
**THE ORONO EDUCATIONAL ASSOCIATION
TEACHER/PROFESSIONAL UNIT**
AND
THE RSU 26 BOARD OF DIRECTORS

OEA MEMBERSHIP RATIFIED: AUGUST 25, 2020
RSU26 BOARD OF DIRECTORS RATIFIED: AUGUST 27, 2020