

AGREEMENT

between the

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 3  
BOARD OF DIRECTORS

and the

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 3 EDUCATION  
ASSOCIATION

2023-2026

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## **PREAMBLE**

This Agreement entered into by and between the Maine School Administrative District No. 3 Education Association (hereinafter called the "Association") affiliated with the Maine Education Association and the National Education Association and the Maine School Administrative District No. 3 Board of Directors (hereinafter called the "Board").

## **WITNESSETH**

Whereas, the Board and the Association both recognize that providing a quality education for the children is a mutual aim, and that the character of such education depends in large measure upon the quality and morale of the members of the bargaining unit, their effective instruction of students, as well as upon policies and programs established by the Board;

Whereas, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve education standards;

Whereas, the Board has a statutory obligation, pursuant to the Municipal Public Employees Labor Relation Law under Title 26, MRSA, Chapter 9-A, State of Maine;

The parties have reached certain understandings, which they desire to confirm in this Agreement as follows:

## **ARTICLE 1 DEFINITIONS**

1. **Association-** Whenever the term "Association" is used, it refers to the Maine School Administrative District No.3 Education Association and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
2. **Board-** Whenever the term "Board" is used, it refers to the Maine School Administrative District No. 3 Board of Directors and any of its designated representatives, by committee, individual member, or authorized agent whether or not a member.
3. **Gender-** Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.
4. **Number-** Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
5. **Principal-** Whenever the term "Principal" is used, it is to include the administrator of any work location or functional division.

6. **School-** Whenever the term "School" is used, it is to include any work location or functional division.
7. **Superintendent-** Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools of Maine School Administrative District No.3, or the Assistant Superintendent or any other person whom the Superintendent or the Board specifically designates to act for the Superintendent in a particular situation or class of situations.
8. **Teacher-** Whenever the term "Teacher" is used, unless otherwise expressly provided or clearly indicated by the context of this Agreement, it shall refer to all public employees defined as "public employees" in Title 26 MRSA, Chapter 9-A represented by the Association in the bargaining unit; however, the word "Teacher" shall not include a) evening school personnel while acting as such, b) summer school personnel while acting as such, c) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school program while acting as such, d) extra-curricular personnel while acting as such, excepting Schedule B which outlines payment for extracurricular assignments, e) Occupational, Speech, or Physical Therapists who are not District employees. Any teacher covered by this Agreement who works less than full time shall receive prorated salary and benefits based upon time worked compared to the time worked by full-time employees.
9. **Probationary Teacher-** refers to a teacher who has not yet been employed by RSU 3 for the probationary period required per 20-A MRSA Section 13201.
10. **Bargaining Unit-** Whenever the term "Bargaining Unit" is used, it refers to the unit containing Classroom Teachers, School Counselors, Librarians, Nurses, Occupational, Physical, or Speech Therapists who are District employees, Social Workers, School Psychologists and Behavior Interventionists who are District employees, and Music Supervisors excepting those defined in 8 above.
11. **Subject Area-** Whenever the term "Subject Area" is used, it refers to courses, disciplines or materials within a related Subject Field.
12. **Grievance-** A "Grievance" is a claim based upon an event or condition which affects a teacher or teachers as related to the interpretation, meaning or application of any of the provisions of this Agreement.
13. **Grievant-** A "Grievant" is the teacher or teachers making the claim.
14. **Party in Interest-** A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
15. **Itinerant Teacher -** An "Itinerant Teacher" is any teacher who is required to teach in more than one geographical location.

16. **Days** - "Days" shall mean working school days, unless otherwise specified in this contract.
17. **Preparation Time** - "Preparation Time" is time for teachers to prepare for student instruction and support. It is understood that this contract does not guarantee preparation time. When and if preparation time is provided during the teachers' in-school workday, it is intended to be teacher-directed time and will not be interrupted, except for student supervision emergencies or meetings that have been planned in advance by mutual agreement with the teacher.
18. **Prorated**- Any time the phrase "prorated" is used, it shall mean the amount of an employee's salary and benefits proportionate to days worked compared to total contract days.
19. **Discipline**- Consequence or disciplinary action for the sake of training or correction.

## **ARTICLE 2 RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining agent as defined in 26 MRSA, Chapter 9-A, Section 962, #2 of all approved and/or certified professional employees of the MSAD No.3 School System as defined in Article 1, Sections 8 and 9.

## **ARTICLE 3 NEGOTIATION PROCEDURE**

- A. The Board agrees to negotiate a successor agreement with the Association pursuant to 26 MRSA, Chapter 9-A.
- B. Should a mutually acceptable amendment to this Agreement or a new Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were negotiated. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Both parties may, however, mutually agree to bargain mid-term over wages, hours, and working conditions.
- D. The parties recognize that should the Board adopt or change an educational policy which creates an impact upon the working conditions of teachers, the parties shall have an obligation to bargain over the impact of such a change if the Association requests such bargaining in writing.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which, from time to time, may arise affecting the interpretation, meaning, or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance, to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

**B. Time**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.
3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance, shall constitute a waiver for such grievance and be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify, or adjust the time requirements set forth herein.

**C. Informal Procedure**

1. If a teacher believes that a grievance exists, the matter should first be discussed with the appropriate administrator in an effort to resolve the problem informally.

**D. Formal Procedure**

**Level 1**

1. If the grievant is not satisfied with the outcome of the informal procedure, he may present his claim as a formal grievance in writing, on a form supplied by the Superintendent, to the appropriate administrator. Said administrator shall provide a written reply within ten (10) calendar days; either the grievant or the principal may request a meeting within the same time frame.

2. A grievance shall be deemed waived unless submitted in writing within ten (10) days after the grievant first knew or was informed of the events or conditions constituting the alleged grievance.

#### Level 2

Within five (5) days, the grievant may appeal a decision to the Superintendent of Schools who shall review the materials submitted to him, may discuss the issue with the parties involved and shall render a written decision within ten (10) days of the date of appeal.

#### Level 3

To carry an appeal to the Board, a grievant shall, within five (5) days of the Superintendent's written decision, submit the complete records thus far accumulated, plus their written reasons for said appeal to the Superintendent of Schools who shall notify the Chairman of the Board within five (5) school days and the Chairman shall determine whether to schedule the appeal for an executive session at the next regular meeting or at a special meeting. The Board shall within five (5) days after such meeting, render its decision and the reasons thereof, in writing to the grievant.

#### Level 4

1. If the grievant is not satisfied with the disposition of the grievance by the Board, he may, within five (5) days after the decision or within five (5) days after the Board meeting, request in writing to the President of the Association that his grievance be submitted to arbitration.
2. The Association shall, within five (5) days after the receipt of such request, determine whether the grievance is meritorious and therefore requires further action. The Association shall submit the grievance to arbitration by so notifying the Board in writing if, in its opinion, the grievance is meritorious and therefore requires action by an arbitrator.
3. If the parties cannot mutually agree to an arbitrator within ten (10) days the Association may notify the American Arbitration Association or another mutually acceptable arbitration tribunal such as the Federal Mediation and Conciliation Service or the Maine Board of Arbitration and Conciliation to propose the names of arbitrators pursuant to its selection procedure.
4. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior meetings, and shall hold hearings with the grievant and other parties in interest as he shall deem requisite.
5. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision will be binding, subject to judicial review.
6. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

E. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be accompanied by a non-participating support person of his/her own choosing at any level. He/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, then the Association shall have the right to be present.

F. Miscellaneous

1. The parties recognize that the Association may file and process grievances on behalf of grievants.
2. All documents, communications, and records dealing with the processing of a grievance, with the exception of an Association grievance, shall be filed in the personnel files of the grievant.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance.

**ARTICLE 5  
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to provide to the Association, preceding the next Board meeting, a copy of the Board's agenda. Furthermore, a copy of the Board's minutes will be made available to the Association after ratification.
- B. Representatives of the Association, the Maine Educational Association and the National Education 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 operations as determined by all affected building principals. All affected building principals and the Superintendent shall be notified of any such use.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Both the principal of the building in question and the Superintendent shall be notified in advance of the time and place of all such planned meetings. If a facility has been previously scheduled for use at the same time the Association requests its use, an alternative site will be selected by the Association. The Association agrees to assume costs of custodial and police services whenever such services are required by law or Board policy as applied to any public group.



- D. The Association shall have in each building, the right to use an existing bulletin board in each faculty lounge or suitable area. The Association shall have the right to the partial use of the bulletin board in the central office for Association notices.
- E. The Association shall have the right to use the existing inter-school mail facilities and school mail boxes as it deems necessary.
- F. The Board and the Association agree to continue the Building Educational Excellence (BEE) Steering Committee for a period of time no less than this Agreement. The Association will have membership, along with Board membership and Administrative membership, on the Building Educational Excellence (BEE) Steering Committee. Membership from each will be determined by these respective bodies.

**ARTICLE 6  
TEACHER EMPLOYMENT RIGHTS**

**A. Just Cause**

- 1. No continuing contract teacher shall be reprimanded in writing, dismissed, suspended, or non-renewed without just cause.
- 2. In any arbitration properly invoked on the dismissal, suspension, or non-renewal of the teaching contract of a continuing contract teacher, the arbitrator shall not substitute her/his judgment for that of the Board, but shall be limited to determining only whether, on the evidence presented, a reasonable person could have come to the same decision reached by the Board.
- 3. By way of clarification, this just cause provision does not apply to the non-renewal, dismissal, or suspension of a probationary teacher, nor does it apply to the termination of a teacher's contract in connection with the elimination of a teaching position due to a reduction in force, nor does it apply to the non-reappointment or dismissal of a teacher under annual appointment to coaching or other extracurricular or co-curricular activity.
- 4. Any suspension of a teacher pending final investigatory action shall be with pay.
- 5. Whenever any teacher is required to appear before the Superintendent and/or Board in a formal disciplinary proceeding which could adversely affect the continuation of that teacher in her/his employment, s/he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise her/him during such meeting.

**B. COMPLAINTS / INVESTIGATIONS**

- 1. The Superintendent of Schools will be responsible for ensuring that all allegations of misconduct or other complaints against a teacher on which any action is to be taken or a record is to be made will be properly investigated by the appropriate Administrator.
- 2. The District will adhere to a principle of progressive discipline, provided the lesser forms of discipline may be omitted in cases of serious misconduct. The District will have a clear, written procedure for the level of disciplinary progression.

3. Any formal complaint regarding an employee by any parents, students, or other persons that warrant further action shall be called to the attention of the employee. The identity of the complainant (unless such disclosure is contrary to state or federal requirements) shall be communicated to the employee prior to the start of the investigation. The employee shall be given an opportunity to respond and/or rebut such complaints and shall be informed of their right to be represented by an Association representative of their choosing at any meeting regarding such complaints.
  4. If, after preliminary investigation, no probable cause is found, the investigation will terminate, and the teacher will be informed in writing that a complaint was made against the teacher, but was unfounded.
  5. When an administrator believes that probable cause has been established and a complaint against a teacher is investigated, the administrator shall provide the teacher and the Association President with a letter containing:
    - a. A summary of the allegations;
    - b. The identity of the complainant (unless such disclosure is contrary to state or federal requirements);
    - c. A statement regarding the prohibition of retaliation against the complainant;
    - d. A statement of the right to representation by an Association representative of their choosing in any meetings related to the allegation;
    - e. The time and place of the investigation interview.
- This provision is not intended to discourage the administrator from speaking to the teacher in question in a more informal manner.
6. When the teacher under investigation is to be interviewed concerning alleged conduct which could result in discharge or discipline, the teacher and the Association President will be notified in writing at least five (5) days prior, or sooner by mutual agreement, to the interview. The notice will state that an official investigation is being conducted and will state the subject matter of the complaint.
  7. Any interview of a teacher will be conducted at a reasonable time and place. If any investigation is to extend beyond ten (10) working days, the affected teacher(s) and the President of the Association will be notified in writing and will be provided with the reasons for the investigation extending beyond the ten (10) days prior to the ten (10) day window ending.
  8. The teacher and the Association President will be promptly informed in writing when the investigation is completed of any determinations made, except when the matter has been terminated under provision 4. Evidence or testimony used against the accused teacher will be made known to the accused teacher for defensive purposes, as permissible by law.
  9. Any investigation report shall be kept in an administrative file and it shall not be placed in the teacher's personnel file. The written summary of the outcome of the investigation shall only be included in the teacher's personnel file if the document contains disciplinary consequences for the teacher.
  10. None of the above shall supersede the law or Board Policy.

## B. Personnel File

1. The Superintendent shall maintain, for official school department purposes, one personnel file for each employee. 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, written evaluations and other appropriate materials relating to the employee's employment. If any documents, not included in the personnel file, are used in an adverse personnel action, the teacher shall be provided a copy of the documents and a fair opportunity to respond before action is taken.
2. An employee shall be given a copy of all materials relating to the employee's work performance that are placed in the employee's personnel file. The employee shall have ten (10) working days to submit his/her response, if so desired. Anonymous or unattributed materials shall not be placed in the file.
3. An employee shall have the right to examine his/her file in the presence of the Superintendent or designee during normal business hours upon twenty-four (24) hours' notice. Upon request, an employee may obtain a copy of any materials at the Board's expense.
4. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in her/his file which s/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in the Superintendent's opinion, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

## C. Reduction in Staff

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

1. Position Elimination
  - a. If the Board is contemplating the elimination of any bargaining unit positions, the Board or its designee will meet and consult with the Association upon written request prior to a decision to eliminate any bargaining unit positions.
  - b. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
  - c. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt written notice of the positions to be eliminated.

## 2. Impact Areas

- a. Pre K-5 (pre-kindergarten through grade five)
- b. 6-12 by Content areas
- c. K-12 by Specialty Areas

### 3. Order of Layoff

Except in the case of probationary teachers who are not re-employed for the following year, the selection of the teacher(s) to be terminated as a result of the elimination of any bargaining unit position(s) shall be as follows:

- a. Within each affected impact area, layoffs will be based on seniority, certification, and qualifications that pertain to the education of students. The following shall apply in the event of a RIF:
  1. Seniority shall be based upon continuous years of service within the RSU #3 school district and shall run from the most recent date of hire. The tiebreakers with the same amount of continuous years of service shall be first total teaching service.
  2. Teachers who are employed with teaching responsibilities and hold certificates with endorsements in more than one subject area have seniority rights independently in both areas.
  3. A teacher who is transferred from one content to another content or from one specialty area to another specialty area shall retain all seniority in the prior content or specialty area in the new assignment.

### 4. Recall List

- a. The Superintendent shall establish a recall list by impact area of all continuing contract teachers who are on layoff status. Teachers shall be listed in order of layoff and shall be recalled in reverse order of layoff. The recall list shall be posted in each building and a copy shall be provided to the Association President.
- b. Teachers who teach in more than one impact area shall be listed in each impact area.

### 5. Recall

- a. When a vacancy occurs in the specific impact area, in which a continuing contract teacher held a position prior to being laid off, said teacher shall be recalled to that specific position.
- b. When a vacancy occurs, those continuing contract teachers who have lost their position shall be offered their position back.
- c. Continuing contract teachers shall remain on the recall list for a period of twenty-four (24) months from the date of severance or until they have either refused an offer of a position of an equivalent amount of time from the Board or have signed a contract elsewhere for a position of an equivalent amount of time. It is the responsibility of the teacher to inform the Superintendent in writing of changes in job status and to furnish the Superintendent with a current mailing address.

## 6. Other Considerations

- a. Continuing contract teachers whose positions have been terminated due to a reduction in force shall be entitled to not more than five (5) days leave with pay for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in the Agreement.
- b. The Superintendent shall post a seniority listing of teachers by impact area no later than December 15 listing teachers with the greatest seniority first, and shall provide a copy to the Association.
- c. A teacher who is to be laid off shall receive at least ninety (90) days written notice prior to the effective date of the layoff.
- d. The Superintendent shall establish a recall list of all continuing contract teachers by impact area who are on layoff and shall make said list available to the President of the Association by October 30.
- e. Upon return from layoff a teacher shall be entitled to the benefits contained in this Agreement to which he/she was entitled at the time of layoff. Benefits shall not accrue nor be allowed while the teacher is on layoff status
- f. Seniority shall be based upon continuous employment within the bargaining unit from the most recent date of hire. When two or more teachers have the same length of continuous service in the unit, the teacher with the greater length of total service with the unit shall be deemed to have the greater length of service.

## 7. Reduction in Staff Severance Benefit

If a teacher's contract is terminated due to a reduction in force pursuant to this Article, then the teacher will be eligible for a severance payment as follows:

- a. If the teacher has at least ten, but not more than nineteen, years of continuous service in this bargaining unit, then the teacher will be paid an amount based on the number - not to exceed fifteen - of unused sick days that are available at the time of the notice of termination; or
- b. If the teacher has twenty or more years of continuous service in this bargaining unit, then the teacher will be paid an amount based on the number - not to exceed thirty - of unused sick days that are available at the time of the notice of termination.

The amount of these severance payments will be calculated using the per diem rate of the base salary of the salary scales for the year in which the termination occurs.

- c. It is further understood that any teacher who receives a benefit under this provision shall not be eligible for the benefit provided in Article 17, Section A(7). A teacher is eligible for either the benefit under Article 17, Section A(7) or is eligible for the benefit listed above.

**ARTICLE 7  
TEACHING HOURS**

- A. 1. Teachers may be required to attend faculty or other professional meetings. The total time for faculty meetings or professional meetings shall not exceed one hundred-eighty (180) minutes per month.
2. An Association representative may speak to the teachers after any meeting referred to in paragraph 1.
3. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
4. The length of the teacher work year shall not exceed seven (7) days beyond the length of the student year. Should a teacher be required to work more than 182 days then the teacher shall be paid 1/182 of the teacher's annual salary rate for each day beyond 182.
5. Teachers who receive prior written approval from the Superintendent to work on curriculum work during which compensation is not otherwise provided by this Agreement, will be compensated at an hourly rate of \$35.00.
6. The Superintendent may contract with individual teachers for special projects, which will be internally posted whenever possible.
- B. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes excepting in unusual circumstances.
- C. The Board and the Association both agree that preparation time for teachers is imperative for student learning. Both parties agree to the following:
1. The principal will make a good faith effort to ensure that each teacher will have scheduled at least one duty-free preparation period per rotation or per day, except for student supervision emergencies or meetings that have been planned in advance by mutual agreement with the teacher.
- a. A duty-free preparation period is equal to the length of a regular class period.
- b. In elementary schools without set class periods, the Board agrees to a minimum of two-hundred (200) minutes per five-day week of preparation time for all elementary teachers. It is understood that the amount of preparation time afforded will be relative to the length of the work week.
- D. Teacher participation in extracurricular activities shall be voluntary. When teachers are appointed to the extracurricular positions as listed in the extracurricular salary schedule they shall be compensated for any such activity at the rate so established.
- E. Time for annual scheduled parent/teacher conferences shall be provided for in the annual school calendar as part of teacher workshop time. It is mutually understood that additional conferences may be scheduled by parents and/or teachers as needed.

F. The teacher's in-school workday should not exceed seven and one-half hours, which time includes student supervision duties before, during, or after the student day. It is understood that from time to time a teacher's duty may cause the teacher day to extend beyond the 7.5 hours. In addition, the day may be extended for any mutually agreeable reason. The time necessary to meet a teacher's professional responsibilities is not counted in the 7.5 hour day.

G. In the Community Schools (Monroe, Morse Memorial, Troy, Walker):

1. RSU #3 will pay affected teachers at a rate of \$35/hr, or per diem, (whichever is higher), through the duration of this contract.
2. Teachers will be assigned for extra supervision work as follows:
  - a. Teachers expressing willingness to work extra hours;
  - b. If no teachers express a willingness to work extra hours, (as noted in a.), administrators may assign extra hours so that student supervision occurs.
3. The Board agrees to annually consult with the Association before setting a duty schedule in the above mentioned schools. The Board agrees to meet and consult with the Association semi-annually the impact of the extended workday for these teachers.

H. The Board agrees to annually consult with the Association before making a final decision on the official start and end times of schools within RSU 3. A list of official start and end times for all schools will be given to the association at the beginning of each school year.

I. When the Administration is advised of an absence, a substitute will be hired whenever possible. In the event that a substitute is not hired and a teacher is asked to give up their preparation time to cover the absence, they shall be compensated at \$15 per period. In the event a teacher is required to leave during the school day due to sickness or an emergency and no substitution can be readily found, teachers covering classes will be compensated the \$15.

*SUNSET LANGUAGE TO BE RE-EVALUATED IN MARCH 1, 2024 BASED ON EFFECT TO DISTRICT AND EMPLOYEE.*

## **ARTICLE 8 NON-TEACHING DUTIES**

1. Teachers shall not be required to transport students in their personal vehicle. A teacher may voluntarily transport a student or students in the teacher's personal vehicle with the advance written approval of each of the following:
  - a. His/her principal or immediate supervisor,
  - b. Superintendent, and
  - c. The approval of the minor student's parent or guardian.

2. The Board shall arrange for and maintain appropriate insurance coverage for losses and expenses, above those covered by the insured vehicle, incurred by a teacher against whom any action shall be brought arising out of authorized use of his own automobile in the performance of his duties, up to limits set forth in the District insurance policy.
3. Any teacher who is requested or required by the Superintendent to attend out-of-district conferences/seminars will have prior approved travel and expenses reimbursed.
4. A teacher will be compensated at the State of Maine employee's mileage rate, as determined at the commencement date of this Agreement, for use of his/her personal automobile for authorized travel.
5. All duties and activities which have an admission charge shall be on a voluntary basis and be compensated at an agreed upon rate.

## **ARTICLE 9 TEACHER EMPLOYMENT**

- A. The Board agrees to hire only teachers who are approved and/or certified by the Maine Department of Education for every regular teaching assignment.
- B. Each teacher shall be placed on his proper step of the salary schedule with the following exceptions:
  1. Non-public school experience may be, but is not required to be, counted.
  2. Credit not to exceed one (1) year, for Peace Corps Service or AmeriCorp shall be given.
- C. Previously accumulated unused sick leave days will be restored to all returning former MSAD #3 teachers provided the teacher returns within two (2) years from his/her last day of MSAD #3 employment, requests the restoration in writing to the Superintendent and provides proper documentation of the unused sick leave days. The number of days restored will be capped at 60 days.
- D.
  1. Continuing contract teachers shall be notified of their contract status no later than February 28.
  2. Probationary contract teachers shall be notified of contract status on or before May 15 of each year pursuant to 20-A M.R.S.A. 13201 unless the teacher and the Superintendent mutually agree to earlier notification.
  3. Teachers shall be notified of salary status at the beginning of the new contract year or within ten (10) days of the ratification of the negotiated contract, whichever date is the later.



**ARTICLE 10  
SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part thereof. The salaries for the positions of occupational, physical, and speech therapists will be determined by the individuals and the Superintendent with written notification of their annual salaries to the President of the Association.
  
- B. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Thursday. A teacher may choose to receive his July and August pay on the first pay day in July in one lump sum, if such desire is indicated in writing by June 1. Proper payroll deductions, if desired, shall be made from this check for health insurance and other authorized deductions, So as to afford coverage for the individual until the first deduction the following fall.
  
- C. Direct Deposit

Upon written request by a teacher, the District shall provide direct deposit of the teacher's paycheck to one bank account as designated by the teacher.

**ARTICLE 11  
TEACHER ASSIGNMENT**

- A. Teachers shall be given notice of their tentative class and/or subject assignments and building assignments for the forthcoming year no later than the last day of the school year, whenever possible.
  
- B. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
  
- C. At the time of hire or when a change occurs, employees shall be provided with a current written job description that accurately describes their job responsibilities. The Association shall be provided with a copy of the current job description of employees in the bargaining unit. Prior to any change or modification of a job description, the Superintendent or designee shall meet and consult with the Association.

**ARTICLE 12**  
**VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. 1. Teachers who desire to transfer to a vacancy shall file a letter (or e-mail) with the Superintendent. The Superintendent will notify the President of the Association within ten (10) days upon receipt of the request. If multiple qualified candidates from within RSU 3 request the same transfer, all will be granted an interview.
2. Any continuing contract teacher who has been reassigned or transferred shall not lose seniority as a result of such reassignment or transfer.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered.

**ARTICLE 13**  
**INVOLUNTARY TRANSFERS AND ASSIGNMENT**

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
2. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in MSAD #3, length of service in the particular school building and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
3. An involuntary transfer will be made only when the Superintendent determines the transfer is necessary. The Superintendent shall notify the affected teacher of such transfer and the reason for such transfer in writing. The teacher may, at his option, have an Association representative present at a meeting with the Superintendent to discuss the transfer.

**ARTICLE 14**  
**VACANCIES**

1. Whenever a vacancy in a position occurs, it will be publicized by the Superintendent by means of a notice placed in every school as far in advance of the appointment as possible and on the District's employees email system. The email notice shall state the general job vacancy title and any interested employee may contact the Superintendent's office for additional information. The vacancy posting shall be for a minimum of ten (10) calendar days.
2. The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The best qualified applicant in the judgment of the Board will be appointed.

**ARTICLE 15**  
**TEACHER EVALUATION**

- A. All monitoring or observation of the work or performance of a teacher shall be conducted in a professional manner.
- B. A teacher shall be given a copy of any evaluation report within ten (10) days after observation(s). At the request of either the teacher or the evaluator, a conference will be held to review an evaluation. No such report shall be submitted to the central office, placed in the teacher's personnel file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- C. A teacher shall have the right, upon written request, to review the contents of his/her evaluation, which shall be kept in the teacher's personnel file, and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such a review.
- D. Each teacher shall be given a copy of the evaluation procedure to be utilized during the school year by September 15th of each year.

**ARTICLE 16**  
**TEACHER FACILITIES**

- A. Each school shall have the following facilities:
  - 1. Space in each classroom where textbooks, instructional materials, and supplies may be stored.
  - 2. A desk, chair, and locking file cabinet will be available for each teacher.
  - 3. One teacher restroom, separate from students' restrooms.
  - 4. Free parking.
- B. In order to permit freedom of access both during and after regular school hours, all teachers shall be permitted to have keys/access cards to the faculty lounge, teacher's homeroom and interior hallway doors to their base school, and upon request and subject to reasonable regulation, shall be provided with a key (or other means of access) to an outside door in their area of the building for access during non-school hours. Teachers under contract for the coming school year may, upon request, keep their keys during the summer vacation.

**ARTICLE 17**  
**SICK and FAMILY LEAVE**

1. All teachers employed shall be entitled to fifteen (15) sick leave days each year. Leave will be awarded on the first official day of said school year whether or not they report for duty on that day. If a teacher uses no more than 3 sick days (paid or unpaid) per year, that teacher will be eligible to receive an incentive in the amount of \$500.00 to be paid out in the payroll warrant immediately following the last day of school. Unpaid leave, of any kind, will count towards the total. Superintendent, or designee, may request a physician's note for sick leave that is more than 4 consecutive days.
2. Unused sick leave days shall be accumulated from year to year to a maximum of one hundred twenty (120) days. Teachers who have reached 120 days of accumulated sick time shall begin the following year with 135 sick days with the understanding that at the end of the year their accumulated sick leave shall not exceed one hundred twenty (120) days.

This pattern will be continued until after twenty (20) continuous years of MSAD 3 employment. At that time a teacher's unused sick leave shall be accumulated from year to year to a maximum of one hundred fifty (150) days following the same pattern described above.

3. During the last year of a teacher's employment prior to retirement, a teacher may be granted up to an additional fifteen (15) sick leave days so that their accumulation does not drop below 120.
4. A teacher may elect to use up to fifteen (15) of his/her paid sick leave days per year for family sick leave. Family sick leave shall be for the purpose of caring for or attending to members of the immediate family whose illness demands the employee's care. Immediate family shall be regarded as spouse, significant other, child, step-child, parents including parents of spouse, brother, sister, son and daughter-in-law, grandchild, grandparent or any relative living in the employee's home, and in a situation where a unique relationship exists between a teacher and some other person over a period of time, and which evinces a state of responsibility, caring and a closeness similar to kinship. The Superintendent of Schools may make exceptions to this section based upon extenuating circumstances. In such cases, the Superintendent may approve use of personal accumulated sick time in increments of 15 days not to exceed the total personal accumulated sick time available to the employee. Employees will not be eligible to use the sick bank under conditions outlined in this section.
5. The Board shall provide a written statement for every teacher by the second pay period of each school year indicating the total of sick leave accumulated.
6. In cases of injury covered under the Workers' Compensation Act, a teacher will receive from his or her accumulated sick leave the difference between the amount of his regular net pay and the amount received as worker's compensation. The difference shall be charged on a prorated basis to the teacher's accumulated sick leave and shall cease when the teacher's sick leave is exhausted.

7. Upon completion of ten (10) continuous years of service in MSAD #3 a teacher, upon retirement, shall be paid the equivalent of his or her accumulated sick leave over and above his regular compensation subject to the following limitations:
  - a. Teachers will be eligible to receive compensation at the individual's per diem rate up to thirty (30) days with the total amount to be capped at no more than 27% of the overall base pay for teachers in that year.
  - b. In order to guarantee payment of accumulated sick leave in a specific fiscal year upon retirement, the individual concerned must notify the Superintendent one hundred twenty (120) calendar days prior to July 1 of the retirement year. Payment made not later than July 31st of the next fiscal year.
  - c. Retirement is defined as being eligible to receive benefits under the Maine State Retirement System at the effective date of the teacher's resignation. Retirement shall not include leaving this District to teach in another Maine School Administrative Unit.
  - d. It is further understood that any teacher who receives a benefit under this provision shall not be eligible for the benefit provided in Article VI, Section C. A teacher is eligible for either the benefit under Article VI, Section C or is eligible for the benefit listed above.
  
8. In the event of a death of a currently employed (including on an approved, unpaid leave) teacher with ten (10) years of service in MSAD #3, the teacher's survivors will be paid in accordance with the provision of paragraphs 1 or 2 above.

**B. Sick Leave Pool**

1. The Association shall establish a sick leave bank for extended illness or disability to which teachers may contribute days of credited sick leave. The sick leave bank shall be administered by the Association which shall establish rules and regulations governing the same, except that any denial of a request must also be agreed upon by the Superintendent. A list of contributors and a copy of the established rules and regulations shall be provided annually to the Superintendent.
2. The Superintendent agrees to honor withdrawals from the bank upon written notification by the Association. To be eligible to draw days from the bank a teacher must:
  - a. have used all available sick leave, and
  - b. been absent for five (5) consecutive days. If granted, the sick leave will be effective on the first day of the five (5) day waiting period.
  
3. The maximum accumulation of days in the bank shall not exceed three hundred (300) days.

**ARTICLE 18**  
**TEMPORARY LEAVES OF ABSENCE**

A. Bereavement Leave

Each teacher shall be allowed up to five (5) days per death for bereavement.  
*SUNSET LANGUAGE TO MAY, 2024*

B. Personal Leave

Each employee shall be entitled to three (3) days per year for personal business which cannot be conducted outside of school hours, upon advance approval of forty-eight (48) hours whenever possible. Such leave shall not be used to extend a holiday or vacation period. Exceptions may be granted at the Superintendent's discretion. Any unused personal days will be rolled into sick days.

C. Earned Paid Leave

Earned Paid Leave (EPL) takes the form of sick and personal days, as have been provided in the past. They may be taken in hour increments as "Earned Paid Leave."

D. Other Leave

Other leaves either with or without pay may be granted at the discretion of the Board and/or Superintendent. An employee on any requested unpaid leave shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year.

E. Jury Duty

The time necessary for jury duty will be granted. The Board agrees to pay the difference between a teacher's regular daily salary rate and the amount of daily compensation paid by the court.

F. Association Leave

The Board and the Association agree that teachers may be granted a temporary leave of absence without pay for the purpose of serving as an officer of either the MEA or the NEA.

**ARTICLE 19**  
**EXTENDED LEAVES OF ABSENCE**

- A. Teachers who are members of the National Guard or other authorized state, military or naval forces, and those teachers who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to leave of absence pursuant to state and federal laws.
- B. An eligible employee may request, and will be granted, a family and medical leave of up to twelve (12) weeks of unpaid leave in accordance with the Federal and State Family and Medical Leave Act.
- C. Parental Leave

Parental leave shall be granted for the birth, adoption, or foster placement of a child for up to 12 work weeks. Teachers will be permitted to use their accumulated sick days, but will not be permitted to draw from the sick bank for this purpose. During these 12 weeks, paid or unpaid, no change in employee's benefits will occur. These 12 weeks must be continuous per the school calendar.

An extended parental leave of up to one year, without pay, may be granted upon request. While on extended parental leave, a teacher may elect to continue coverage under existing insurance programs provided the teacher assumes the total cost of the premiums and forwards that amount to the Superintendent's Office prior to the date upon which said office makes premium payments. Upon return from extended parental leave, the teacher shall be assigned to their same position, if available, or to an equivalent position.

- D. A leave of absence, without pay, up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family or to care for an adopted child. Additional time may be granted at the discretion of the Board.
- E. The Board shall grant a leave of absence for one semester without pay, to any teacher to campaign for himself.
- F. Other leaves of absence, with or without pay, may be granted by the Board for good reason.
- G. Upon request, the Board may grant increment credit for time spent on extended leave.
- H. The benefits contained within this Agreement to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be

assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

- I. All initial applications or requests for extensions or renewals of leaves of absences shall be applied for and granted in writing.
- J. If any voluntary unpaid leave is requested by a teacher and is granted by the Superintendent and/or the Board, then the teacher may elect to participate in any District insurance programs and shall be responsible for any premium cost. Any teacher on any unpaid leave shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year.

## **ARTICLE 20 SABBATICAL LEAVES**

- A. Upon receipt of a written recommendation from the Superintendent, a sabbatical leave shall be granted to a teacher by the Board for study which would increase his/her professional competence and the value of his/her service to MSAD #3 subject to the following conditions:
  - 1. Sabbatical leaves shall be granted on the basis of one teacher from the District at a time.
  - 2. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be developed by the Superintendent, no later than January 1, and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.
  - 3. The teacher has completed at least seven (7) full school years of service in MSAD #3.
  - 4. A teacher on sabbatical leave shall be paid by the Board at the rate of fifty percent (50%) of salary during the actual time on leave up to one (1) year. In addition, the Board shall continue medical and dental contributions as if the teacher remained actively employed, and the teacher shall be eligible for course credit under Article 26, Section G.
  - 5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level s/he would have achieved had s/he remained actively employed in the system during the period of his leave.
  - 6. If a teacher on sabbatical leave fails to pursue the stated program of the leave, the Board will have the right to revoke the sabbatical leave and all pay and benefits pertaining to the leave. Prior to returning to work, the teacher and the superintendent shall mutually agree upon the reimbursement schedule for all pay and benefits received.



7. A teacher on sabbatical leave shall submit a progress report to the Superintendent at the conclusion of the first semester.
  8. A teacher on sabbatical leave shall only be eligible for the twenty-six (26) installment pay plan.
- B. Two (2) years of full-time service in MSAD #3 shall be required upon return from a full year sabbatical leave. Less than two (2) full years of service will require reimbursement of sabbatical salary to MSAD #3 on a prorated basis. The Board may also require repayment of sabbatical benefits received on a prorated basis. The affected teacher may request a waiver from the Board of any reimbursement requirement, or any portion thereof.

## **ARTICLE 21**

### **PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. A teacher may use reasonable force as is necessary to protect him/her from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of Maine which may affect the teacher's employment or salary status, the Board shall reimburse the teacher for the reasonable cost of his defense in any action except when the teacher is found at fault.
- D. 1. The Board shall provide defense protection up to the limits of its insurance policy or the amount established by the Maine Tort Claims Act, whichever is greater, support to the teacher including legal and other assistance for any assault upon the teacher while acting responsibly in the discharge of his duties.
2. When absences arise out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
3. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
4. Such notification shall be immediately forwarded to the Superintendent who shall, upon advice of legal counsel, comply with any reasonable request from the teacher for information in the possession of the Superintendent relative to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

**E. Administration of Medication and Medical Procedures**

1. No employee shall be required to administer or dispense drugs, either prescription or non-prescription, to a student or perform any medical procedures upon a student without advance written permission (excluding emergency medical procedures) from the student's parent or legal guardian.
2. At the beginning of each school year the employee's supervisor and the school nurse shall provide the employee with a written procedure to follow when assisting students with their prescription needs. An employee shall be provided with training for medical procedures as appropriate by either the supervisor or school nurse/designee.
3. The Board shall hold harmless each employee who administers prescriptions and/or performs medical procedures according to this Article to the extent of the Board's liability policy.

**ARTICLE 22**

**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. When a teacher judges that a student control problem requires other professional attention, he shall inform his principal or immediate supervisor who shall, upon learning the facts of the case, exercise his professional judgment in seeking an optimum solution to the problem.
- B. When a student presents a risk of injury or harm to a student or others, the teacher shall report the incident to their administrator or designee as soon as practicable and respond to the behavior following district policies, procedures and law. In the case of all students, the teacher must be sure that the student is in a safe, secure, and supervised setting.
- C. All action initiated by the teacher should be confirmed to his principal or immediate supervisor.

**ARTICLE 23**

**INSURANCE**

- A. The Board agrees to pay the following percentages towards medical insurance under the MEA Benefits Trust Choice Plus Plan. All Board contributions will be based on the Choice Plus Plan.

1. The Board will pay the following percentage for the Choice Plus coverage for which the teacher is eligible and selects:

Single	85%
Adult w/ Child(ren)	83%
Married Couples or Domestic Partners	79%
Family	79%

If a married couple or domestic partners are both employed by MSAD #3, the Board reserves the right to require employees to take the lowest cost option for which they are eligible. For example, if it is less expensive for them to take a single and an adult with child than a family plan, they must take the single and adult with child coverage. The couple, however, may elect to select a more expensive coverage offered by the Board provided they pay the premium difference.

- B. The Board agrees to formally adopt a section 125 plan to permit employees to pay insurance premiums with pre-tax dollars as well as select alternative health insurance plans.
- C. Any teacher who elects not to participate in the coverage under this section shall receive a 403(b) payment by the Board of one thousand (\$1000) dollars annually.
- D. Dental Insurance
  1. The Board agrees to pay up to two hundred forty-five dollars (\$245) per year applicable to the cost of the District's dental insurance plan. The selection of coverage or the determination of specific plan shall be made jointly by the parties. It is mutually understood that this insurance coverage will commence on September 1 of each year.
  2. A teacher may be reimbursed up to two hundred forty-five dollars (\$245) per year for dental care in lieu of this benefit upon submission of documentation of payment to the business office.
- E. If a teacher elects to participate in the 403(b) plan offered by the District, the teacher may change his/her options per year during the months of September and January.

**ARTICLE 24**  
**PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a teacher is not an appropriate concern for the attention of the Board except as it may affect a teacher's fitness to teach or profitability to the school.
- B. The Board's policy of controversial issues (IMB) shall be the guideline for a teacher's presentation of a controversial issue.

**ARTICLE 25**  
**DUES DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from teachers' salaries money for Maine State Retirement and affiliated insurance, current health insurance programs supported by the Board, Credit Union, annuities, mutual funds and other programs mutually agreed to by the Association and the Board will be made by the Board upon authorization by the individual members.
- B. Voluntary Dues Deduction
  - 1. The Board agrees to deduct from a teacher's salary such sums for unified Association dues as said teacher individually and voluntarily authorizes the Board to deduct and to transmit said monies promptly to the Association.
  - 2. The Association shall certify to the Board in writing the current rate of unified member dues. In the event the Association changes the rate of its membership dues, the Association shall give the Board and its membership written notice prior to the effective date of such change.
- C. Teacher Options
  - 1. Any teacher who is or becomes covered under this Agreement pursuant to Article 1 and who has not agreed to voluntarily authorize the Board to deduct unified Association dues pursuant to paragraph B above shall, within thirty days of becoming covered by this Agreement, choose from among the following three options, none of which is a condition of employment by the Board:
    - a. United membership in the National Education Association/Maine Education Association/MSAD #3 Education Association:
    - b. Payment of a service fee equal to 80 percent (80%) of unified dues as a contribution toward the cost of collective bargaining, contract administration and the adjustment of grievances; or

- c. Exclusion from either of the two above options. Failure on the part of a teacher to choose either the membership or the service fee option shall constitute a choice to be excluded from both of the options.
  - 2. Any teacher who chooses either the membership option or the service fee option shall sign a payroll form authorizing deduction of the membership dues or the service fee within thirty days of coverage under this Agreement.
  - 3. Any teacher choosing exclusion from both the membership and the service fee options shall be bound by such choice for the remainder of this contract year, and shall be entitled to the services of the National Education Association/Maine Education Association/MSAD #3 Education Association on the same basis as any other teacher. However, any such teacher shall be assessed reasonable fees for such services by the National Education Association/Maine Education Association/MSAD #3 Education Association, including reasonable fees for employee representative services and attorney's fees and reasonable costs and expenses, including arbitrator's fees and expenses necessarily incurred by the Association.
  - 4. The National Education Association, the Maine Education Association and the MSAD #3 Education Association jointly and separately agree to indemnify and hold the Maine School Administrative District #3, its Board of Directors, agents and employees, jointly and separately and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorney's fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to any provision of this Article.
- D. The Association shall certify to the Board in writing the current rate of local, state, and national member dues. In the event any association changes the rate of its membership dues, the local Association shall give the Board and its membership written notice prior to the effective date of such change.

## **ARTICLE 26**

### **PROFESSIONAL IMPROVEMENT**

- A. Whenever any certified teacher completes with a grade of B or better or grade of Pass in a Pass/Fail course, the Board will reimburse the teacher for actual costs of tuition at the University of Maine rate and up to \$200 per course for required text and fees.
  - 1. Teachers planning to request reimbursement for up to nine (9) credit hours of professional work, in any education related field, must have course work approved in advance by the Superintendent.
    - a. Approval must be requested and given prior to active enrollment. Teachers may request a waiver of the course grade requirement from the Superintendent prior to taking the course.

- b. Only courses where teachers are to receive college credit from an accredited institution for the purpose of certification and/or recertification or obtaining an advanced degree, and only for those that an individual has to pay tuition to enroll in will teachers receive recognition for reimbursement.
2. Payment will be made on the second accounts payable after receipt of final grade on an official transcript for approved study and submission of itemized receipt of required text and university fees.
  3. An individual may request payment for nine (9) credit hours per year.
  4. Should a teacher complete more than nine (9) credit hours in a year, any credits over the nine (9) may be carried forward to subsequent years. Payment will not be made for courses taken more than two (2) years (730 days) prior to the date of request for payment. If a teacher leaves prior to the subsequent contract year, the teacher will be responsible for the cost of any credits over nine (9).
  5. Payment will not be made for courses taken more than three (3) months (90 days) prior to employment in MSAD #3.
  6. Teachers may request advance payment of tuition credits and reimbursement for required text and fees upon submission of receipt of payment of such, subject to the conditions above. Teachers agree to submit a final grade on an official transcript 60 days after the scheduled course completion. Teachers failing to submit the official course transcript in a timely fashion evidencing satisfaction of the above grade requirement agree to reimburse the District all payments advanced through payroll deductions.
  7. Upon request by the teacher, and after approval by the Superintendent, the Board shall pay the full cost, up to two teachers per year, of the application fee for participation in the certification process of the National Board for Professional Teaching Standards. Requests shall not be unreasonably denied and, in the absence of clear evidence that the Superintendent's decision is capricious and/or arbitrary, such decision shall be final. The Board has the option to increase the number of teacher candidates.

In addition, each teacher candidate shall be provided a maximum of three (3) days paid leave to prepare his/her portfolio for submission. Teachers whose application fee is paid by the Board will not be entitled to course or textbook reimbursement during the school year in which they are candidates for National Board Certification.

If a teacher does not complete the National Board Certification process, the teacher shall reimburse MSAD #3 all monies paid to NBPTS on his/her behalf. Achievement of National Board certification is not required to fulfill the conditions set forth in this section. Participation in this process is voluntary.

## **ARTICLE 27 MISCELLANEOUS PROVISIONS**

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or

application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. Any individual contract between the Board and an individual teacher hereafter executed shall be subject to and consistent with this Agreement. This Agreement during its lifetime shall be controlling.
- C. The Board and the Association agree that there shall be no unlawful discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no unlawful discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, disability or marital status.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement.
  - 1. If by the Association to the Board, in care of the Chairman and a copy to the Superintendent.
  - 2. If by the Board to the Association, in care of the President.
- E. In addition to all general responsibilities for maintaining an optimum learning environment, every teacher, as a professional practitioner, has the responsibility to participate in the diagnosing of individual learning problems, to participate in devising of remedial strategies and programs, to provide extra-help periods and activities and continually encourage the student to persist in overcoming his problems.
- F. To facilitate the above mentioned actions, an adequate, ongoing system of student evaluation will be maintained by the teacher so that the student's progress may be effectively monitored and the student (and his parents, when necessary) may be kept currently informed of his progress.
- G. During the term of this Agreement, the Board and the Association agree to negotiate the means by which the parties may compensate for the loss of income caused by a reduction in state subsidy that may occur after a budget is passed by the District.

**ARTICLE 28  
DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2023 for any teacher actively employed as of the signing date and shall continue in effect until August 31, 2026, subject to the Association's right to negotiate over a successor agreement as provided in Article 3.

In witness whereof, the parties hereto have caused this Agreement to be signed by the Chairperson of the Board and the President of the Association.

K. B. P. A.  
ASSOCIATION

Eleanor B. Hen  
BOARD

4/13/2023  
DATED

4/13/2023  
DATED



**SCHEDULE A**  
**TEACHERS SALARY SCALES**  
2023-2024

Years Experience	BA Scale	BA + 30 Scale	MA Scale
0	\$42,250	\$43,750	\$45,750
1	\$43,250	\$44,750	\$46,750
2	\$44,250	\$45,750	\$47,750
3	\$45,250	\$46,750	\$48,750
4	\$46,250	\$47,750	\$49,750
5	\$47,250	\$48,750	\$50,750
6	\$48,350	\$49,850	\$51,850
7	\$49,450	\$50,950	\$52,950
8	\$50,550	\$52,050	\$54,050
9	\$51,650	\$53,150	\$55,150
10	\$52,750	\$54,250	\$56,250
11	\$53,850	\$55,350	\$57,350
12	\$54,950	\$56,450	\$58,450
13	\$56,050	\$57,550	\$59,550
14	\$57,150	\$58,650	\$60,650
15	\$58,350	\$59,850	\$61,850
16	\$59,550	\$61,050	\$63,050
17	\$60,750	\$62,250	\$64,250
18	\$61,950	\$63,450	\$65,450
19	\$63,150	\$64,650	\$66,650
20	\$64,350	\$65,850	\$67,850
21+	\$65,550	\$67,050	\$69,050

**SCHEDULE A**  
**TEACHERS SALARY SCALES**  
2024-2025

Years Experience	BA Scale	BA + 30 Scale	MA Scale
0	\$43,250	\$44,750	\$46,750
1	\$44,250	\$45,750	\$47,750
2	\$45,250	\$46,750	\$48,750
3	\$46,250	\$47,750	\$49,750
4	\$47,350	\$48,850	\$50,850
5	\$48,450	\$49,950	\$51,950
6	\$49,550	\$51,050	\$52,050
7	\$50,650	\$52,150	\$54,150
8	\$51,750	\$53,250	\$55,250
9	\$52,850	\$54,350	\$56,350
10	\$53,950	\$55,450	\$57,450
11	\$55,050	\$56,550	\$58,750
12	\$56,150	\$57,650	\$59,650
13	\$57,250	\$58,750	\$60,750
14	\$58,350	\$59,850	\$61,850
15	\$59,550	\$61,050	\$63,050
16	\$60,750	\$62,250	\$64,250
17	\$61,950	\$63,450	\$65,650
18	\$63,150	\$64,650	\$66,650
19	\$64,350	\$65,850	\$67,850
20	\$65,550	\$67,050	\$69,050
21+	\$66,750	\$68,250	\$70,450

**SCHEDULE A**  
**TEACHERS SALARY SCALES**  
2025-2026

Years Experience	BA Scale	BA + 30 Scale	MA Scale
0	\$44,000	\$45,500	\$47,500
1	\$45,100	\$46,600	\$48,600
2	\$46,200	\$47,700	\$49,700
3	\$47,300	\$48,800	\$50,800
4	\$48,400	\$49,900	\$51,900
5	\$49,500	\$51,000	\$53,000
6	\$50,600	\$52,100	\$54,100
7	\$51,700	\$53,200	\$55,200
8	\$52,800	\$54,300	\$56,300
9	\$53,900	\$55,400	\$57,400
10	\$55,000	\$56,500	\$58,500
11	\$56,100	\$57,600	\$59,600
12	\$57,200	\$58,700	\$60,700
13	\$58,300	\$59,800	\$61,800
14	\$59,400	\$60,900	\$62,900
15	\$60,600	\$62,100	\$64,100
16	\$61,800	\$63,300	\$65,300
17	\$63,000	\$64,500	\$66,500
18	\$64,200	\$65,700	\$67,700
19	\$65,400	\$66,900	\$68,900
20	\$66,600	\$68,100	\$70,100
21+	\$67,800	\$69,300	\$71,300

## MISCELLANEOUS

### Longevity Pay:

Any teacher who has taught in MSAD 3 for twenty (20) continuous years or more shall receive an annual stipend of \$1,500.00. The stipend will be issued in the first pay period of June of the twentieth (20) year, and every subsequent full employment year thereafter.

### Scale Placement:

- A. The BS Scale includes certified teachers with an earned bachelor's degree from a recognized college or university.
- B. The MS Scale includes certification by the National Board of Professional Teaching Standards.
- C. Upon notification to the Superintendent, initial placement on the BS+30/MS Scale will be adjusted at the beginning of each contract year, unless the Superintendent is notified by March 1<sup>st</sup> for a December start on the new BS+30/MS scale.
- D. The MS/BS +30 Scale includes teachers who satisfy one of the following requirements:
  1. Initial Placement (time of hiring)
    - a. The teacher has
      1. an earned master's degree from a college or university approved/accredited by a regional accrediting association or its equivalent or
      2. successfully completed thirty (30) hours of credit, from a college or university approved/accredited by a regional accrediting association or its equivalent, which the Superintendent approves at the time of hiring.
    - b. A teacher in his/her first year of employment shall have until July 1 or sixty (60) days after the issuance of his/her second probationary contract to appeal the Superintendent scale placement. Failure to file a timely appeal shall be a complete bar to any further action against the Board by the teacher and/or the Association.
  2. Placement After First Year of Employment
    - a. The teacher has:

1. an earned master's degree from a college or university approved/accredited regional accrediting association or its equivalent or
  2. successfully completed thirty (30) hours of graduate credit from a college university approved/accredited by a regional accrediting association or its equivalent which the superintendent either
    - a. approves at time of hiring and/or
    - b. approves in writing in advance of registration for a course after be employed
  3. successfully completed thirty (30) hours of undergraduate credits within a teacher's major field of study or are related to his/her present position and received prior written approval from the superintendent prior to registration in each course.
  4. Certification by the National Board of Professional Teaching Standards.
- b. Approval of course work shall not be unreasonably withheld.

**SCHEDULE B  
EXTRA DUTY STIPENDS**

New stipend positions may be created and added to this schedule. Upon request by the Association, the Superintendent will meet by March 1<sup>st</sup> annually to review all stipends. The Superintendent will determine which new stipends, if any, will be proposed to the School Board for funding.

The following payments are listed as percentage indices calculated by applying the percentage index to step one of the current previous year's BA scale of the Teachers Salary Scale contained in Schedule A.

<b>Schedule B stipend factors</b>			
<b>Middle School Sports</b>		<b>Middle School Clubs</b>	
Assistant Coach	3.5%	Art Club	3.0%
Baseball	4.5%	Newspaper	2.5%
Basketball	5.5%	Student Council	2.5%
Cheering Fall	3.5%	Yearbook	2.5%
Cheering Winter	5.5%	8th grade advisor	4.5%
Football	5.5%	GSA	1.5%
Field Hockey	4.5%		
Track & Field	4.5%	<b>High School Clubs</b>	
Soccer	4.5%	Art Club	3.0%
Softball	4.5%	Broadcasting (AV) #1	6.0%
Unified Basketball	1.0%	Civil Rights Club	2.5%
Wrestling	3.5%	Class Advisor - 9th	2.5%
		Class Advisor - 10th	2.5%
<b>High School Sports</b>		Class Advisor - 11th	3.0%
Assistant Coach	5.5%	Class Advisor - 12th	3.0%
Baseball JV	6.5%	Crafting Club	3.0%
Baseball Varsity	10.5%	Envirothon	3.0%
Basketball JV	8.5%	GAPP	7.5%
Basketball Varsity	13.0%	Graduation Coordinator	5.5%
Cheering Winter	8.0%	GSA Club	2.5%
Cheering Fall	4.5%	Library Club	2.5%
Field Hockey JV	6.5%	Math Team	4.0%

Field Hockey Varsity	10.5%	NHS Advisor	3.0%
Football Varsity	10.5%	Project Graduation	5.0%
Golf	6.0%	Spanish Club	2.5%
Soccer JV	6.5%	Special Olympics	6.0%
Soccer Varsity	10.5%	Student Council	2.5%
Softball JV	6.5%	Yearbook	7.5%
Softball Varsity	10.5%	<b>Performing Arts</b>	
Track & Field	11.0%	Chamber Singers**	7.5%
Unified Basketball	2.0%	HS Drama & One Acts	9.5%
Wrestling	11.0%	MS Drama	5.0%
		ES Concert Performance	2.5%
<b>District Wide</b>		HS Performance Band**	5.0%
Certification Committee Chair	9.0%	HS Performance Chorus**	5.0%
Certification Committee Member	7.0%	MS Performance Band**	3.0%
Certification Mentors	1.5%	MS Performance Chorus**	3.0%
<b>Middle School Team Leaders</b>	2.75%	Jazz Band	5.0%
<b>High School Department Heads</b>	4.0%	Pep Band	4.5%

\* An experience factor will be added to these base percentages if applicable according to the following (longevity does not apply to District/Teacher leader stipends):

After 3 Years experience = +1%

After 6 Years experience = +2%

After 9 Years experience = +3%

These experience factors are NOT cumulative.

Placement on experience scales will be consistent with existing practices.

\*\* These stipends are accounting for the fact that these positions are part of the regular teacher contract because these teachers are the only teachers who must assess students outside of regular school time. These stipends are in place to account for this fact and not to separate these positions from the regular teaching duties of these individuals.

