

COMPREHENSIVE AGREEMENT
BETWEEN THE
MOOSABEC COMMUNITY SCHOOL
DISTRICT
AND
SCHOOL UNION NO. 103 BOARDS
AND THE
MOOSABEC TEACHERS ASSOCIATION
2024-2027

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PREAMBLE

This agreement entered into this 8th day of May, 2024 by and between the Moosabec Teachers Association (hereinafter called the “Association”) and the Moosabec Community School District School Board and School Union No. 103 Boards (hereinafter called the “Board”). When one of the above mentioned Boards is isolated from the others for an item or issue, it shall be referred to as the appropriate Committee.

WITNESSETH

WHEREAS, The Board and the Association both recognize that providing a quality education for the children of the Moosabec Community School District and School Union No. 103 is a mutual aim, and that the character of such education depends in large measure upon the quality of the members of the Association as well as upon the quality of policies and programs established by the Board, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

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

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the able and exclusive bargaining agent defined under 26 M.R.S.A. Section 962, for the entire group of certified full-time and regular part-time contracted teaching professional employees of the Board.
- B. Unless otherwise indicated, the term “teachers,” when used hereinafter in this agreement, shall refer to all certified teaching professionals employed under 20-A M.R.S.A. Section 13201, but excluding certified personnel in the following positions: educational technicians, tutors, summer school teachers, evening school teachers, teachers employed in extracurricular and co-curricular positions - while acting as such. Any teacher who works less than full time shall receive prorated salary and benefits based upon time worked compared to the time worked by full time teachers. The above language in Article I Recognition A and B conforms to Title 26, MRSA Chapter 9A.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The Board agrees to negotiate with the bargaining agent of the teachers in executive session pursuant to 26 M.R.S.A. Chapter 9-A, in accordance with the procedure set forth therein and herein, to secure a Successor Agreement. Any Agreement so negotiated and ratified by both parties shall apply to all teachers, be reduced to writing, and signed by the Boards and the Association.

- B. During negotiations, the Negotiation Team from the Board and the Negotiation Team from the bargaining agent of the teachers shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the teachers for inspection all pertinent public records, data and information of the Moosabec Community School District and School Union No. 103.
- 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 respective Negotiation Team representatives shall be clothed with all necessary power to consider proposals, and make counterproposals in the course of negotiations.
- D. Meetings will be held between the two parties on a schedule established by mutual agreement of the Negotiation Teams.

ARTICLE III
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 meaning, application, or interpretation 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 constructed 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. DEFINITIONS

- 1. A “grievance” is an alleged or interpretation violation of this Agreement or any dispute with respect to the meaning or application or interpretation of the specific terms of this agreement.
- 2. An “aggrieved party” is the person, persons, or the Association making the claim.
- 3. 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.
- 4. “Days” shall mean working school days during the school year and Monday through Friday, excluding legal holidays, during summer vacation.

C. TIME LIMITS

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. The time limits specified may, however, be extended by mutual agreement, in writing. A grievance shall be deemed waived unless submitted in writing within 30 days after the alleged occurrence.

D. INFORMAL PROCEDURE

If a teacher feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

E. FORMAL PROCEDURE

1. Level One - School Principal

- a) If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to his/her principal or other appropriate administrator.
- b) The principal shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the president of the Association.

2. Level Two - Superintendent

- a) If the Aggrieved is not satisfied with the resolution at level one or if no answer is received he/she may within five (5) days submit it to the Superintendent at Level Two.
- b) The Superintendent shall, within ten (10) days of receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance. Representatives of the Association may be present.
- c) The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the president of the Association.

3. Level Three - Board

- a) If the aggrieved is not satisfied with the resolution of the grievance at Level Two he/she may, within ten (10) days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.

- b) The Board shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Association for the purpose of reviewing the grievance.
- c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the president of the Association.

4. Level Four - Impartial Arbitration

- a) If the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may, within ten (10) days after receipt of the Level Three response, request in writing to the President of the Association that the grievance be submitted to arbitration.
- b) If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within fifteen (15) days after the receipt of the Level Three decision, notify the Board of its intent to request arbitration.
- c) The Board, through its representative, and the Association, through its representative, shall, within five (5) days after the notification above, jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, they shall request the services of the American Arbitration Association (AAA).
- d) The Arbitrator selected shall confer promptly with representatives of the Board, representatives of the Association and the Aggrieved and shall review the record of the prior meetings.
- e) The Arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. 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(s) 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 shall be final and binding on the parties, subject to judicial review.
- f) The costs of the services of the Arbitrator shall be borne equally by the Board and the Association.

F. FILING

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

G. FORMS

Forms for filing and processing grievances shall be prepared by the Superintendent, with the approval of the Association, and made available to the Association President so as to facilitate operation of the grievance procedure. (The grievance form can be found in the Appendix.)

H. MEETINGS AND HEARINGS

All Meetings and Hearings under this procedure shall be conducted in the confidence of an Executive Session and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure, unless the aggrieved party chooses in writing to hold such hearings in open session.

ARTICLE IV
TEACHER EVALUATION

A. CONTINUING CONTRACT TEACHERS

Formal evaluation of a teacher's performance shall be with the knowledge of the teacher.

B. PROBATIONARY TEACHERS

Formal evaluation of a teacher's performance shall be with the knowledge of the teacher. Violations of the evaluation procedure cannot be used to extend the contract or employment of a probationary teacher.

C. A teacher shall receive a copy of any written evaluation at least one day before any conference with the evaluator.

D. All observations/evaluations sheets shall be signed by the teacher indicating only that the teacher has seen it, before being placed in his/her personnel file.

E. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein.

F. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner for evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond and/or rebut such complaint. Either party shall have

the right to have a representative at any meetings or conferences regarding such complaint.

- G. Any teacher may add a letter of response to the evaluation within ten days, which will be placed in the teacher's permanent file.

NOTE: The issue of evaluation is understood by both parties to be a matter of educational policy subject to change at the discretion of the Board, although subject to a meet and consult requirement.

ARTICLE V TEACHER RIGHTS

- A. No continuing contract teacher shall be disciplined or reprimanded by reduction in rank or compensation, suspended or dismissed, nor shall be denied renewal of contract without "just cause." By way of clarification, the "just cause" provision does not apply to: the non-renewal or dismissal of a probationary teacher, or the termination of a teacher's contract in connection with the elimination of a teaching position.
- B. Whenever any teacher is required to appear before the Board in a formal disciplinary proceeding which could adversely affect the continuation of that teacher in his/her employment or the salary or any increments pertaining thereto, then he/she 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 him/her during such meeting.

ARTICLE VI RIGHTS OF THE BOARD

The Association recognizes that except as explicitly limited by a specific written provision of this Agreement, the Board shall continue to have all rights, functions, powers, duties and authority available to it under law, regulation or ordinance, and to have the exclusive right to take any action it deems appropriate in the operation of the school system, in the implementation of educational policies, and in the direction of the work of employees covered herein in accordance with its judgment.

ARTICLE VII SALARIES

The salaries of all teachers covered by this agreement are set forth in the Salary Schedule at the end of the contract, in the Appendix, which is attached hereto and made a part (of) thereof

- 1. The annual salaries of teachers shall be paid in equal bi-weekly installments every other Friday. A teacher may choose to receive his/her balance of salary for the summer months in the last week of June in one lump sum. This request shall be made in writing by the preceding May 1st and will be granted. Requests for lump sum summer payments after May 1st will not be considered. Proper payroll deductions shall be made from this check

for retirement, insurances, credit union, annuities and dues (as authorized) to afford coverage for the individual until the first salary deductions the following fall.

- a) The Association agrees to indemnify and hold the Moosabec Community School District Board and the Union 103 Boards, their agents and employees, jointly and severally and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorneys' fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to the collection of Association dues.
2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last working day.
3. A teacher may elect to receive his/her annual salary in twenty-two (22) installments to be paid during the school year with provisions as noted in Section 1 of this Article.
4. All teachers are to be placed on their proper step on the scale when the contract goes into effect.
5. One year credit will be given for experience for ninety (90) days or more of actual teaching experience in a contract year.
6. Salary for extra duties will be left to the discretion of the individual school committees.
7. The administration within each school will work toward providing a duty-free lunch period for their teachers in so far as the schedule will allow. All teachers shall have a forty-five (45) minute, uninterrupted planning period per day. Teachers are not expected to attend meetings during this period of time.
8. MILEAGE

Teachers shall receive \$.53 per mile for travel expenses while using their own vehicles on school business, such as travel between schools, travel to the office of the Superintendent of Schools, attendance at agency or organization meetings pertaining to school issues, and other reasons as approved by the Superintendent of Schools. Reimbursement for travel expenses when the mileage exceeds one hundred (100) miles shall be arranged between the individual teacher and the Superintendent with clarification by principals if necessary.

9. LENGTH OF SCHOOL YEAR/TEACHER YEAR

The regular teacher year will be one hundred eighty (180) days.

The Board agrees to subtract the number of unused storm days from the school calendar/school year before the close of school each year.

10. Any items regarding regular part-time professional employees, with the exception of health benefits, will be prorated according to their specified contract time (i.e., sick leave, etc.).
11. DEFINITION OF A WORK DAY

To begin a minimum of one-half hour before student attendance and to end one half hour after student dismissal, barring extenuating circumstances as permitted by direct supervisor.
12. On Fridays and on days preceding holidays or vacations, a teacher's day shall end at the close of the student day, and after the buses have left the campus (Jonesport-Beals High School and Jonesport Elementary School are one campus and Beals Elementary School is one campus). If a teacher workshop day is on a Friday, the teacher work day will not extend beyond the usual student dismissal time.
13. The Building Principal/Building Administrator or Superintendent reserves the right to extend the official work day up to but not exceeding nineteen (19) times each school year for the purpose of administrative staff meetings or parent/teacher conferences. Teachers shall be notified at least three (3) days in advance barring extenuating circumstances as permitted by direct supervisor.

HEALTH CARE BENEFIT

The Board will pay one full single subscriber fee on each full-time and regular part-time unit member's MEA Anthem Standard or Choice Plus health insurance coverage. If the employee elects not to participate in a medical insurance plan, a maximum amount of \$2850.00 will be received as a taxable cash payment. The intent is that each teacher will have medical insurance coverage from another health insurance vendor other than the Board's health plan. An employee may elect any other coverage level offered under the District's plan and pay the monthly cost difference for the coverage for which the teacher is eligible and selects.

A rehired retired teacher shall continue his/her health benefits through MSRS. The teacher shall receive cash payment in lieu of the single monthly premium paid by the Board, less the amount contributed by MSRS toward the teacher's premium.

DENTAL INSURANCE

The Board agrees to pay the single rate subscription for MEA/Northeast Delta Dental Plan Option 3, with Orthodontic Rider 3 for all employees covered by this contract. Teachers can purchase additional coverage at their expense.

ARTICLE VIII
LEAVES

A. LEAVES WITH PAY

All of the leaves in this section are pro-rated for teachers who work less than full-time.

1. Personal Sick Leave

- a) A teacher is entitled to twelve (12) sick leave days each school year for his/her own personal illness or injury necessitating absence from work, and doctor and dentist appointments that cannot be scheduled outside the school day. Sick leave days are credited on the first official day of the school year.
- b) Pregnancy, childbirth, and adoption will be covered under the FMLA standard and will be eligible for sick leave to cover any unpaid FMLA leave for which the person is eligible.
- c) A teacher may accumulate up to 160 days of sick leave. A teacher who has reached the 160-day limit will receive the twelve (12) days at the beginning of each school year, but unused days cannot be added to his/her accumulated sick leave until the number falls below 160.
- d) The Superintendent has the discretion to request medical documentation of the need for sick leave days whenever a teacher is absent for three or more consecutive days, or if there is a pattern of sick leave misuse.
- e) A teacher who uses five or fewer sick leave days in a school year (for personal and/or family use) will receive a payment equal to his/her per diem for one day.
- f) Teachers who have exhausted their sick leave within a school year and are absent beyond that zero (0) balance will have their pay and, when applicable, benefits withheld from their pay within two (2) pay periods of the absence beyond a zero balance.

2. Family Sick Leave

- a) A teacher may use up to twelve (12) of his/her personal sick leave days a year for the purpose of caring for a member of his/her immediate family when the teacher's presence is necessary. For the purposes of this section, immediate family includes a teacher's parents, grandparents, sons, daughters, aunts, uncles, brothers, sisters, respective in-laws, grandchildren, spouse and significant other.

- b) The Superintendent has the discretion to request medical documentation of the need for a teacher to use sick leave for family purposes.

3. Sick Leave Bank (S.L.B.):

- a) The Board and Association agree to a sick leave bank for all eligible employees. The sick leave bank is for personal or immediate family serious health conditions, as defined by the Family and Medical Leave Act. Membership will be on a voluntary basis, with all employees eligible to enroll. To enroll, an employee must donate one (1) day within a month of hiring or on September 1st of any subsequent year.
- b) When the total number of days in the bank is two hundred (200) or more on September 1st of any year, current members of the bank shall not contribute any days for the subsequent year, but new members must make initial contributions as provided above in order to become a member. In the event the total number of days goes below two hundred (200), each member of the bank shall be required to give one (1) sick leave day to the bank on or before the next full pay period, or September 1st, whichever comes first. A member of the bank who has exhausted personal sick leave and has withdrawn days from the bank and remains eligible to draw additional days from the bank shall not be required to contribute an additional day to the bank when the accumulation drops below two hundred (200) days, prior to September 1st.
- c) The Association will track membership of the sick bank as well as the number of days in the bank and approve requests for days from the bank. The Association will communicate with the Superintendent's office at the beginning of each school year and provide a report on the above.
- d) Retiring teachers may donate up to twenty (20) "leftover" sick days to the bank upon their retirement.
- e) A member of the bank will not be able to withdraw from the bank until his/her own sick leave is depleted.
- f) A doctor's certificate shall be required as a prerequisite to withdraw days from the S.L.B.
- g) If the number of days in the bank is fewer than one hundred (100), the maximum amount a member may withdraw in a year will be twenty (20) percent of the total number of days in the bank. If the bank has more than one hundred (100) days, a maximum of twenty (20) days (if available) each school year can be drawn by one individual from the bank for each illness or disability.

- h) Any member of the bank receiving payments under the Worker's Compensation Act may be eligible for S.L.B. compensation only in such amount as will equal his or her regular compensation when added to the Worker's Compensation benefits.

4. Worker's Compensation

In cases of injury covered under the Worker's Compensation Act, a teacher will receive the difference between the amount of his/her regular pay and the amount received as worker's compensation, not to exceed the equivalent of a full day's pay/salary. Such payments will be deducted from the teacher's accumulated sick leave days and will cease when the teacher's sick leave days have been depleted.

5. Personal Leave

- a) Each teacher shall be granted five (5) personal days each year as of the first day of the school year. The teacher must notify the Principal at least three (3) days prior to taking such leave. In an emergency, the teacher should notify the Principal as soon as possible. Personal days can be taken at any time and the teacher is not required to give a reason.
- b) Unused personal leave days shall be converted to sick leave. Each employee shall receive, at the beginning of each contract year, a statement informing the employee of personal days granted, used, and accumulated.

6. Bereavement Leave

A teacher is entitled to up to five (5) days of bereavement leave in the event of a death in the immediate family. Such leave must be approved by the Principal or Superintendent. For the purposes of bereavement leave, immediate family includes a teacher's parents, grandparents, sons, daughters, aunts, uncles, nephews, nieces, brothers, sisters, respective in-laws, grandchildren, spouse and significant other. In the event of a death of a close friend or other relative, a teacher may be granted one (1) day's leave to be taken from accumulated sick leave.

7. Jury Duty

Any teacher called for jury duty shall not have pay or leave time deducted.

8. Professional Leave

Professional leave will be granted to teachers by approval of the Superintendent and Principal. Each teacher shall be entitled to be paid when granted professional leave for the purpose of visiting other schools/classrooms or attending meetings/conferences/workshops related to education.

9. School Related Legal Proceedings

If a teacher is required to attend a legal proceeding involving a student matter or related to the teacher's job responsibilities on behalf of the Board, any such time shall be paid leave not deducted from the teacher's paid leave provisions. This provision does not cover employment disputes between the Board and the teacher.

10. Extra-Curricular Work

Any teacher who coaches or has other extracurricular responsibilities that require them to leave school early with students, will not be required to take leave time for the portion of the school day required for that activity.

B. LEAVES WITHOUT PAY

1. Birth/Adoption of Child

Teachers are entitled to a child care leave of absence without pay for up to one year following the birth or adoption of a child. The teacher shall notify the Superintendent as soon as possible of the intent to take such leave. In the case of childbirth, the unpaid leave will commence on the first day after the medical disability has ended.

2. Extended Family Illness

Teachers may request a leave of absence without pay for up to one year for the purpose of caring for a sick member of the immediate family. Any such leave will be granted at the discretion of the appropriate school committee. For the purposes of this section, immediate family includes a teacher's parents, grandparents, sons, daughters, aunts, uncles, brothers, sisters, respective in-laws, grandchildren and spouse.

3. Sabbatical

Teachers may apply for a sabbatical leave after seven continuous years of service in accordance with 20-A M.R.S.A. Section 13604. A request for sabbatical leave must be received by the Superintendent no later than January 1st for the following year and will be acted upon by the appropriate school committee no later than April 1st. Any teacher granted a sabbatical leave must sign a written agreement to return to the school for a period of not less than two (2) years. If a teacher is denied a sabbatical leave, he/she will be given written reasons by the school committee.

4. Other

Leaves without pay for reasons not otherwise specified may be granted by the Board upon written request to the Superintendent prior to the leave being taken.

C. CONDITIONS APPLICABLE TO ALL LEAVES WITHOUT PAY

1. A teacher who is on a leave without pay shall inform the Principal and Superintendent in writing whether or not he/she intends to return to his/her position for the following year no later than March 1st. If such notice is not received, the teacher's contract will be terminated at the end of the leave period. The purpose of this notification requirement is to allow necessary budget and staffing planning for the following school year.
2. A teacher may choose to continue his/her health insurance by making payment of the full premium to the Superintendent's Office each month during his/her leave without pay.
3. All benefits to which a teacher was entitled prior to his/her leave without pay, including unused accumulated sick leave, shall be restored to him/her upon return.
4. A teacher returning from sabbatical leave shall be placed on the salary schedule on the step he/she would have attained if he/she had not been absent. For all other leaves without pay, a teacher will be placed on the step he/she would have attained during the year of absence.
5. Upon active return to employment, a teacher will be assigned to his/her previous position or, if that position is no longer available, to a position for which he/she is properly certified.

ARTICLE IX
SEVERANCE SETTLEMENT

At termination of employment, a teacher having at least fifteen (15) years of service with the District shall receive payment at the teacher's per diem rate of pay for up to thirty (30) days of accumulated sick leave.

ARTICLE X
MISCELLANEOUS PROVISIONS

- A. Preceding the next Board meeting, the Board agrees to provide the Association with a copy of the Board's agenda. Furthermore, a copy of the Board's minutes will be made accessible to the Association.
- B. The Board shall grant leave with pay to the President or Vice-President of the Association to attend professional meetings as requested during his/her term in office subject to the approval of the Superintendent. Maximum leave will be three (3) days per school year with pay.

- C. Telephones - Both parties agreed that telephones are an individual unit's responsibility; however, it was agreed that a telephone must be made accessible before, during, and after working hours to all employees.

ARTICLE XI
PROFESSIONAL COURSE REIMBURSEMENT

The Board agrees to pay the teacher, the full University of Maine System charge per credit hour or one hundred twenty (120) percent of the present year tuition credit cost, whichever is the lesser amount, for a maximum of nine (9) credits per teacher contract year, as approved in advance by the Superintendent of Schools. Upon presentation of an invoice, the District will pay up to two hundred (200) dollars per course for books and fees. Failure to provide documentation (original transcript) of a "B" or better will result in a payroll deduction to recover up-front costs plus a seventy-five (75) dollar processing fee.

DIRECT PAYMENT

1. The Superintendent shall develop and maintain procedures for direct payment of tuition and fees to the college or university as an alternative to reimbursement, if allowed by the college or university. Use of this option shall be at the request of a teacher using the course approval form.
2. Teachers who used the direct payment option shall reimburse the School Department the full amount of the tuition paid if they fail to provide written verification of satisfactory completion within sixty (60) days from the ending date of the course.
3. Repayment shall be by lump sum or by payroll deductions in six (6) consecutive payments or in equal amounts per payroll if less than six (6) payrolls remain in the contract year or teacher's employment with the School Department.
4. Teachers who have notified the Superintendent of the intention to retire or not return the following year, will not be reimbursed for classes taken after the notification is made.

ARTICLE XII
EDUCATIONAL IMPROVEMENT

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the continued improvement of education. The Board and the Association support the principle of continuing training of teachers and of the improvement of instruction.

ARTICLE XIII
TEACHER ASSIGNMENT

Teachers shall be notified of a change in their grade level and/or subject assignments before July 1, if possible. The Board reserves the right to make those changes in assignment and individual schedules which are necessary because of staffing changes determined by the Board.

ARTICLE XIV
REDUCTION IN FORCE

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

A. REDUCTION IN FORCE (RIF)

“Reduction in Force” (RIF) shall mean the discontinuance of employment of an employee for bona fide financial or program reasons. An employee who is RIF’d shall receive at least ninety (90) days’ written notice. The Board agrees to consult with the Association prior to a RIF decision and shall make available to the Association all relevant information upon request.

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

1. Order of Layoff

When the Board determines that a reduction of force is necessary, it shall consider the relative qualifications and abilities of all teachers within the specific impact area in which the reduction occurs. The criteria that the Board may consider may include, but shall not be limited to, academic preparation, certification, length of service and teaching experience. The Board shall have the sole determination of which impact area shall be affected by a reduction.

2. Impact Areas

- a) K-8 (Kindergarten through Grade 8 Classroom Teachers)
- b) 9-12 by Department or Content Area
- c) K-12 by Specialty Area (Art, Music, Physical Education, Special Education, Title I and Gifted and Talented)

C. CONTINUATION OF BENEFITS

Employees who have been laid off shall be eligible to participate, at their cost, in group life and health insurance in accordance with COBRA requirements following the effective date of layoff. Employees who desire to maintain group life and health

insurance in accordance with this Agreement must so notify the Board in writing no later than thirty (30) days before the effective date of the layoff.

D. LENGTH OF SERVICE

Length of service (seniority) shall be based upon continuous employment within an impact area from the most recent date of hire. When two or more teachers have the same length of continuous service, the teacher with the greater length of total service within the unit shall be deemed to have the greater length of service.

E. SENIORITY LIST

The Superintendent shall annually post, by October 1st, a seniority list with date of last hire within the impact area. Teachers who teach in more than one impact area shall be listed within the impact area in which the teacher spends the majority of his/her teaching time. The list shall be posted in each building and a copy shall be provided to the Association. The Association must notify the Superintendent of any alleged discrepancies in the list no later than twenty (20) days after receipt of the list, otherwise the list shall be deemed to be accurate.

F. RECALL

1. The Board shall establish a recall list of laid-off employees. An employee who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements in the unit. An employee shall remain on the recall list for a period of two years from the date of layoff. For this purpose, it shall be the employee's responsibility to keep the Board advised of his/her current address.
2. The Board shall offer re-employment to employees on the recall list for any vacancies in the impact area from which they were laid off. The employee must have previously served in a satisfactory manner as judged by recommendations of his/her former principals or by written evaluations in his/her personnel folders. Re-employment will then be offered in order of seniority. Notice of recall will be given by certified mail to the last address given to the Board by the employee. The recalled employee then has ten (10) days to accept the offer of the position before it is withdrawn. A copy of the notice of recall will be given to the Association at the same time as the notice is mailed to the former employee.
3. An employee who is reduced in force will remain on the recall list unless the employee:
 - a) Waives recall rights in writing; or
 - b) Resigns
 - c) Refuses a position.
4. Employees who are offered a contract and accept it by signature thereon, shall retain their seniority and all benefits accumulated prior to the layoff.

5. Employees on the recall list who apply for positions outside their impact area shall be considered to be internal candidates for those positions, as described in Article XV Position Vacancies.
6. An employee who is re-employed shall be placed in the same wage step obtained prior to the layoff.

G. JOB SEARCH LEAVE

An employee who receives a notice of layoff may be granted up to an additional three (3) days leave with pay to apply and interview for other jobs.

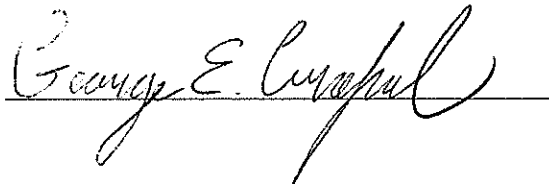
ARTICLE XV
POSITION VACANCIES

Internal Postings: During the school year, as soon as a job opening occurs for a position within the bargaining unit, it shall be posted internally for a period of seven (7) days before being advertised externally. Such posting shall be accomplished by placing notices on designated bulletin boards accessible to all employees. A notice shall be sent to the Association President at the same time it is posted. During summer vacation, a notice of job opening will be sent to those members of the bargaining unit who have informed the Superintendent of Schools, in writing, of their interest in other positions within the bargaining unit. The notice will be sent to the interested member(s) and Association President of the bargaining unit no later than the date it is forwarded to a media service for announcement.

ARTICLE XVI
DURATION OF AGREEMENT

- A. This agreement shall be effective September 1st, 2024, and shall continue in effect through August 31st, 2027, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 8th day of May, 2024.

For the Association:



For the Board:



ADDENDUM #1
GRIEVANCE FORM

Date of Filing _____

Stage

1. Building Principal _____

2. Superintendent _____

3. Board _____

4. Arbitration _____

1. Grievant

2. Position/Building

3. Contract Provision Alleged Violated:

4. Date, Time, Place of Occurrence:

5. Statement of the Grievance (including events and conditions of the Grievance and persons responsible):

6. Redress Sought:

7. Response:

Date

Signed
Position

8. Initial Applicable Statements

I hereby accept the above determination

I hereby decline the above determination

I intend to process the Grievance to the next stage.

ADDENDUM #2
SALARY SCALES 2024-2027

2024-2025			2025-2026			2026-2027		
1.03 < On base			1.025 <on base			1.025 <on base		
1.02 \$ 1,500.00			1.021 \$ 1,500.00			1.022 \$ 1,500.00		
Years Exp	BA	MA	Years Exp	BA	MA	Years Exp	BA	MA
0	\$42,112	\$43,612	0	\$43,164	\$44,664	0	\$44,243	\$45,743
1	\$42,954	\$44,454	1	\$44,071	\$45,571	1	\$45,217	\$46,717
2	\$43,813	\$45,313	2	\$44,996	\$46,496	2	\$46,212	\$47,712
3	\$44,689	\$46,189	3	\$45,941	\$47,441	3	\$47,228	\$48,728
4	\$45,583	\$47,083	4	\$46,906	\$48,406	4	\$48,267	\$49,767
5	\$46,495	\$47,995	5	\$47,891	\$49,391	5	\$49,329	\$50,829
6	\$47,424	\$48,924	6	\$48,897	\$50,397	6	\$50,414	\$51,914
7	\$48,373	\$49,873	7	\$49,924	\$51,424	7	\$51,523	\$53,023
8	\$49,340	\$50,840	8	\$50,972	\$52,472	8	\$52,657	\$54,157
9	\$50,327	\$51,827	9	\$52,042	\$53,542	9	\$53,815	\$55,315
10	\$51,334	\$52,834	10	\$53,135	\$54,635	10	\$54,999	\$56,499
11	\$52,360	\$53,860	11	\$54,251	\$55,751	11	\$56,209	\$57,709
12	\$53,408	\$54,908	12	\$55,390	\$56,890	12	\$57,446	\$58,946
13	\$54,476	\$55,976	13	\$56,554	\$58,054	13	\$58,710	\$60,210
14	\$55,565	\$57,065	14	\$57,741	\$59,241	14	\$60,001	\$61,501
15	\$56,677	\$58,177	15	\$58,954	\$60,454	15	\$61,321	\$62,821
16	\$57,810	\$59,310	16	\$60,192	\$61,692	16	\$62,671	\$64,171
17	\$58,966	\$60,466	17	\$61,456	\$62,956	17	\$64,049	\$65,549
18	\$60,146	\$61,646	18	\$62,746	\$64,246	18	\$65,458	\$66,958
19	\$61,349	\$62,849	19	\$64,064	\$65,564	19	\$66,898	\$68,398