

AGREEMENT BETWEEN
COASTAL EDUCATION ASSOCIATION
AND
RSU NO. 5 BOARD OF DIRECTORS
SEPTEMBER 1, 2021 – AUGUST 31, 2024

Table of Contents

Article	Title	Page
1	Recognition.....	3
2	Negotiation Procedure.....	4
3	Association Rights and Privileges.....	5
4	Management Rights.....	6
5	Educator Rights.....	7-8
6	Sub-Contracting.....	9
7	School Calendar.....	10
8	Educator Work Day.....	11-12
9	Educator Employment.....	13
10	Educator Assignment.....	14
11	Wages / Salaries.....	15-16
12	Insurance Protection.....	17-18
13	Leaves.....	19-23
14	Professional Development and Education Improvement...	24-25
15	Vacancies and Voluntary Transfers.....	26
16	Involuntary Transfers and Reassignments.....	27
17	Reduction in Force.....	28-31
18	Educator Evaluation.....	32
19	Grants for Educator Innovation.....	33
20	Protection of Educators and Classroom Control.....	34
21	Educator Materials.....	35
22	Facilities.....	36
23	Dues-Deductions.....	37
24	Grievance Procedure.....	38-42
25	Miscellaneous.....	43-44
26	Duration of Agreement.....	45
	Schedule A.....	46-48
	Schedule B.....	49-57
	Schedule C.....	58

ARTICLE 1

RECOGNITION

- A. This Agreement is entered into by and between the Coastal Education Association (hereinafter called the “CEA”), the local affiliates with the Maine Education Association and National Education Association, on behalf of the bargaining unit, (hereinafter called the “Association”) and the Regional School Unit No. 5 Board of Directors (hereinafter “the Board”) representing the towns of Durham, Pownal, and Freeport.
- B. In this Agreement, “certified professional educators” include and are limited to educators, guidance counselors, librarians/media specialists, social workers, registered school nurses (R.N.), speech and language specialists, occupational therapists, physical therapists, English Language Learner specialists, instructional strategists, school psychologists, math strategists, and literacy strategists. As new jobs are created, the superintendent will meet with the Association President to determine if the new positions should be recognized under this clause. Excluded from this definition are substitutes, evening or summer school instructors, and those employed for less than six (6) months and/or those excluded by M.R.S.A. 962.
- C. At the beginning of each school year, the Board shall provide the Association with a list of all new hires within the RSU and their status with regards to this recognition clause.
- D. Whenever the term “educator” is used in this Agreement, it shall apply to all positions in the bargaining unit, unless specifically stated in provisions in this Agreement.
- E. The Board recognizes the Association as the sole and exclusive bargaining agent for all certified professional educators who have been in the employ of the Board in accordance with the Municipal Public Employees Labor Relations Act. The Board agrees not to negotiate with or recognize any educators’ organization other than the Association for the duration of this Agreement. Unless a new bargaining agent is recognized, the Board agrees not to negotiate concerning said educators in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The Board agrees to begin negotiations with the Association in Executive Session pursuant to State of Maine Public Law under Title 26, Chapter 9-A, M.R.S.A., Section 965 in accordance with the procedure set forth herein, to secure a successor Agreement. Any tentative agreement so negotiated shall apply to all educators and, after ratification by the membership of the Association and the Board, be signed by the Board and the Association. The parties hereto agree that the signed Agreement shall be accepted as written notice for collective bargaining in future fiscal years as stipulated under State of Maine Public Law provided 120 days notice is given for bargaining concerning fiscal matters.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposal and counter-proposals. The Board shall make available to the Association for inspection, current fiscal year's budget, all pertinent records, data, and information of RSU5, which are a matter of public record.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make binding proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Each party shall submit its complete proposal at the same negotiations session.
- E. Should a mutually agreed upon amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, be adopted by the Board, and be ratified by the members of the Association.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association and its affiliates will be permitted to transact official Association business on school property at reasonable times, provided that this business shall not interfere with or interrupt normal school operations and is outside the student school day. Both the building principal and Superintendent shall be notified whenever practical.
- B. The Association shall have the right to use school buildings for meetings at all reasonable hours provided that this shall not interfere with normal school operations. Such use shall be in accordance with RSU5's established procedures. The Association agrees to assume costs of custodial services and police services whenever such services are required.
- C. Whenever any representative of the Association or any educator is mutually scheduled by the parties to participate during work hours in negotiations, grievance meetings, conferences or other meetings, he/she shall suffer no loss of pay.
- D. The Association shall have the right to use school mailboxes and inter-school mail provided such use does not result in any additional expense to RSU5.
- E. The Association shall have, in each building, the right to use a bulletin board in each faculty room. The Association shall have the right to the use of a bulletin board in the Superintendent's Office for Association notices. The building principal or Superintendent shall be notified whenever practical.
- F. The Association shall have the right to make reasonable use of school equipment, including photocopiers and computers, at reasonable times when such equipment is not otherwise in use. The Association shall reimburse RSU5 for the cost of supplies. Such use shall be subject to school board policy.
- G. Annually the Board shall grant two (2) days leave with pay to the Association President or his/her designee, provided that the Association President notifies the Superintendent at least five (5) days in advance and the Association reimburses RSU5 for the cost of any substitute needed. This leave shall be limited to Association business.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the educators and to no other organizations.

ARTICLE 4

MANAGEMENT RIGHTS

- A. Except as explicitly limited by a specific provision of this Agreement, the Board shall have the exclusive right to take any action it deems appropriate in the management and operation of RSU5, the implementation of educational policies, and in the direction of the work of the educators in the bargaining unit. Such rights include, but shall not be limited to, the operation of the school district, the right to discharge, to change assignments, to promote, to suspend, to discipline, to establish working schedules, to introduce new or improved methods or facilities, and to contract and subcontract work assignments.

ARTICLE 5

EDUCATOR RIGHTS

- A. No continuing contract educator shall be disciplined, suspended, dismissed or non-renewed without just cause pertaining to his/her educator contract.
- B. Any complaint regarding an educator made to any administrator by any parent, student, or other person that is used in any manner for evaluating an educator shall be promptly investigated and called to the attention of the educator. The educator shall be given the opportunity to respond to any such complaint in writing and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. Nothing in this Agreement shall be construed to affect the right of the administration to immediately place an educator on administrative leave, and any such leave shall be with pay pending the outcome of the investigation.
- C. Whenever an educator is required to appear before the Superintendent or the Board concerning any matter that may adversely affect the educator's employment, position or salary, s/he shall be given prior written notice of the reason for the meeting, and shall be entitled to a representative of his/her choice during the meeting.
- D. Any material related to an educator's conduct, service, character or personality (excluding paperwork such as insurance forms, taxes, etc.) shall not be placed in his/her personnel file unless the educator has had the opportunity to acknowledge receipt of the document by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The educator shall have the right to attach a rebuttal within 20 working days.
- E. An educator shall have the right, upon request, to review the contents of his/her personnel file and to receive one copy annually at Board expense of any documents contained therein. Copies will be provided free of charge one time in a 12 month period. An educator shall be entitled to have a representative of the Association accompany him/her during such a review. An educator shall have the right to indicate those documents and/or other materials in his/her file that s/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, or his/her designee, and the Superintendent shall have the sole discretion as to whether the documents shall be removed.
- F. Educators shall not be required to:
 - 1. Drive students to activities which take place away from the school building. An educator may do so voluntarily, however, with the advance approval of his/her administrator. S/he shall be compensated at the IRS allowable rate for the use of his/her personal vehicle.
 - 2. Fundraise for any teaching or non-teaching activity.
- G. The Board agrees to protect the confidentiality of personal references and academic credentials. Other similar personnel records and files are to remain in the central office during working hours. Materials may be removed by a member(s) of the Board and/or the Administration for business reasons that would not detract from their confidentiality.

- H. The Board, as a duly selected body exercising governmental power under color of law of the State of Maine, undertakes and agrees that it shall not directly or indirectly coerce, intimidate, or negatively impact any educator regarding their right to organize, join, and support the Association, its affiliates, and their activities.

The CEA, as the representative Association for the educators, undertakes and agrees that it shall not directly or indirectly coerce, intimidate, or negatively impact any educator regarding his/her right not to join or support the Association, its affiliates or their activities.

An alleged violation of these mutual obligations shall fall exclusively under the jurisdiction of the Maine Labor Relations Board.

- I. The personal life of an educator is not the appropriate concern for the attention of the Board, unless it violates State or Federal law or affects, impairs, or hinders the ability of the educator to carry out his/her professional responsibilities.

ARTICLE 6

SUB-CONTRACTING

- A. The Association recognizes that the right of contracting or subcontracting for matters relating to RSU5 operations is vested exclusively in the Board. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any members of the bargaining unit. If during the term of this Agreement, the Board contracts or subcontracts out any services performed by members of the bargaining unit, the Board agrees to request a contractor or subcontractor to employ, on a first refusal basis, any member of the bargaining unit whose duties may be thereby reduced or terminated by virtue of such contracting or subcontracting.
- B. If at any time during the term of this Agreement the Board shall contract or sub-contract out any services performed by the educators hereunder, the Board agrees that any educator whose duties may thereby be reduced or terminated shall be considered for employment by such contractor or sub-contractor provided that such contractor or sub-contractor agrees in such contract or sub-contract to permit such consideration.
- C. Upon the completion or termination of the contract or sub-contract, and provided that educator positions are then available, the Board agrees that any educator who has been in the continuous employment of such contractor or sub-contractor during the entire term of such contract or sub-contract shall be reinstated in an educator position and for the purpose of determining his/her place on the salary scale upon his/her reinstatement, he/she shall be considered to have been continuously employed by the Board while he/she was working for said contractor or sub-contractor.
- D. Prior to sub-contracting for institutional services the Board shall first offer to the Association, on behalf of the educators, the opportunity to perform the work contemplated under the same term and conditions.

ARTICLE 7

SCHOOL CALENDAR

- A. The Board agrees to meet and consult with the Association about the school calendar each year before it is finalized. The salary set forth in Schedule A is for an employment period of 180 days.
- B. The Board reserves the right to set the number of educator workdays above 180 days. Any day(s) worked beyond 180 days will be paid at the per diem rate. In the event that these additional workdays must be reduced, the Board shall meet and consult with the Association. Reductions of these workdays will be made at the per diem rate. Except in a bona fide emergency, at least 30 days notice shall be given to educators of a change in the current work year.
- C. Not more than 14 hours shall be designated for parent conferences, which shall be identified as two (2) compensated days within the school calendar. Up to six (6) additional hours may be used at the educator's discretion. Upon submission of a written record approved by the building principal, the educator will be compensated at the established hourly rate found in Schedule B. Educators will be given reasonable notice of the dates for designated conference days.
- D. The last student day will be a half-day dismissal to allow educators time for doing grades and packing away materials. No faculty or department meetings shall be scheduled during this time except in case of emergency.

The parties acknowledge that classroom hours of instruction constitutes educational policy and that any changes shall be subject to the meet and consult and impact bargaining obligations described in the Miscellaneous Article of this Agreement.

- E. In the event that the set-up or packing away of materials exceeds standard and normal expectations, for example in the case of classroom relocation, school renovation or multiple classrooms, the educator may elect to complete such work at the hourly work rate set in schedule B. The extent of this work shall be mutually agreed upon.

ARTICLE 8

EDUCATOR WORK DAY

- A. As professionals, educators are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. The workday for all educators shall consist of seven (7) hours. A full-time educator's defined instructional day shall be not more than six hours and forty minutes. The instructional day includes teaching time, planning and preparation time, and meeting times during the day. The parties agree that the length of the instructional day, amount of teaching time, planning and preparation time, and meeting times during the instructional day are educational policy and are not grievable.
- C. Educators shall receive a minimum 25 consecutive minutes duty-free lunch each day. This lunch period shall not begin before 10:30 a.m., nor extend past 1:45 p.m.
- D. It is understood between the parties that meetings regarding a student's program may extend the workday on occasion. Administrators recognize they have a responsibility to respect the educator workday and the educator's time.
- E. All educators will be in the building ten (10) minutes before the beginning of their defined instructional day. Educators will remain ten (10) minutes after the end of their defined instructional day, except on the last work day of the week. Educators recognize that they have a responsibility to be in their rooms and ready to start the student day at the beginning of each school day. Educators may be asked to supervise students during this ten (10) minutes before and after school arrival time.
- F. Any educator working less than full time shall receive a pro-rated salary and benefits. An educator who works part-time will attend meetings and professional days on a pro-rated basis. Administrators will make every effort to create part-time schedules that are concise and compact.
- G. Educators may leave the building without requesting permission and after notifying the office during a duty free lunch period and upon approval from the administrator during non-instructional time.
- H. Educators will work an additional 36 hours of meeting time each year to meet professional needs. Leadership, grade level, and/or content areas teams in collaboration with administration will determine the professional learning plan for the use of at least 10 hours of this time. The additional meeting time will not occur during the week of Thanksgiving or during weeks when parent conferences are scheduled. Such meetings shall begin no later than 15 minutes after the student dismissal time and the majority of the meetings shall be no longer than 60 minutes each unless mutually agreed upon between the Association and Administration. The notice of an agenda for any meeting shall be given to the faculty involved at least three (3) days prior to the meeting, except in an emergency. Educators shall have the opportunity to suggest items for the agenda.

- I. Educators shall have a minimum of 200 minutes per week for preparation/planning time with no more than 35 minutes from recess time during which time they will not be assigned any other duties. Whenever possible, educators shall have daily preparation time during which they shall not be assigned to any other duties for 40 minutes to be divided into no more than two (2) segments. Educators covering a class for another teacher/colleague as requested by their administrator, may submit a timesheet and be reimbursed at the rate of 30 dollars per hour. The language of this provision regarding planning time constitutes a matter of educational policy, and any change thereto is subject to the meet and consult and impact bargaining obligations described in the Miscellaneous Article of this Agreement.
- J. Educator participation in field trips that extend beyond the educator's in-school workday, overnight, or weekend trips shall be voluntary. Compensated trips shall be subject to Schedule B.
- K. The Board and Association acknowledge that an educator's primary responsibility is to educate and that his/her energies should be utilized to this end. However, the parties recognize that students need supervision while at school. To the extent that it deems appropriate, the Board will provide support staff for such duties, but it is agreed that educators may be assigned such supervisory duties but may not extend the seven hour school day.

Duties shall be assigned in a fair and equitable manner.

- L. No educator shall teach more than six (6) classes nor exceed three (3) course preparations. For the purpose of defining the teaching load at the high school, a study hall is considered a class. Exceptions to this section may exist due to the nature of specific teaching assignments. The parties acknowledge that establishing teaching load and setting the amount of total classroom hours of instruction per day constitute educational policy and that any changes shall be subject to the meet and consult and impact bargaining obligations described in the Miscellaneous Article of this Agreement.
- M. Exceptions to Sections C, E, and H above may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.
- N. All educators who work in more than one school may request a meeting with all appropriate building administrators to discuss and clarify work expectations. Topics for discussion may include: the structure of the work day, travel time, expectations for meetings (such as: staff, department, PD, PLC, PLG, GTL, etc...) and designated work/office areas. The meeting shall be held no later than two weeks after the request of the educator.

ARTICLE 9

EDUCATOR EMPLOYMENT

- A. Each educator shall be placed on his/her proper step of the salary schedule as of the beginning of the present school year.
- B. Credit up to the maximum step of any salary level on the Educator Salary Schedule shall be given for previous outside teaching experience in any accredited education institution.
- C. Nothing in the above is meant to limit the Board from granting credit for similar teaching experiences or training.
- D. In the case of documented hard to fill positions, the CEA shall be notified, and the Board reserves the discretion to grant credit for work experiences. Such cases and the credit awarded shall be documented and reviewed annually with the Association President.
- E. Credit may be given for military experience or alternative civilian service required by the Selective Service System at the reasonable discretion of the Superintendent. Previously accumulated unused leave days will be restored to all returning educators from such service.
- F. Continuing contract educators shall be notified of their contract status for the ensuing year by March 1st.

ARTICLE 10

EDUCATOR ASSIGNMENT

- A. All educators shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than June 1 under normal conditions.
- B. All newly appointed educators shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year as soon as determined by the administrator, and except in cases of emergency, by two (2) weeks before school opens.
- C. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after the above designated time, any educator affected shall be notified promptly in writing and reasonable efforts will be made to consult with the educator about these changes. Upon the request of the educator, the changes shall be promptly reviewed between the Superintendent or his/her representative and the educator affected and, at the educator's option, a representative of the Association.
- D. Schedules of educators who are assigned to more than one school shall be arranged to avoid unreasonable amount of interschool travel. Such educators shall be notified of any changes in their schedules as soon as practicable.
- E. Educators required to use their own automobiles in the performance of their duties and educators who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS allowable rate for all driving done between arrival at their first location at the beginning of their workday and final location of their workday. Educators shall submit reimbursement request within sixty (60) calendar days of travel.
- F. In order to assure that students are taught by educators working within their areas of competence, educators shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study pursuant to the certification requirements of the Department of Education.

ARTICLE 11

WAGES / SALARIES

- A. The salaries of all educators covered by this Agreement are set forth in Schedule A, attached hereto and made a part hereof.
- B. The annual salaries of educators shall be paid in 26 installments due every other Thursday. An educator may choose to receive his/her remaining salary for the contract year in one lump sum on the last payday in June. The Superintendent's office will send a reminder of this provision to educators by March 31st. Educators shall notify the Superintendent's office of their intent to exercise this provision no later than May 1st. Proper payroll deductions shall be made for insurances, retirement, and other authorized deductions to afford coverage for the individual until the first deduction for the following fall.
- C. Educators are required to use direct deposit for their paychecks.
- D. When a payday falls on or during a school holiday or vacation, educators shall receive their paychecks by direct deposit to be made on or before the last business day prior to the holiday.
- E. No adjustments will be made in payroll deductions after October 15th except in an emergency, except for enrollment in the Association.
- F. Educator participation in co-curricular activities shall be voluntary and shall be compensated according to the rate of pay and/or release time in accordance with the current Stipend Schedule B.
- G. All pay for co-curricular activities shall be made in the educator's regular paycheck halfway through and upon completion of the activity no later than the ensuing payroll period. Those educators in year-long activities may elect to receive their payment in twenty-six (26) pays. The co-curricular schedule is attached to the Agreement as Stipend Schedule B.
- H. Co-curricular contracts will be issued specifying activity and stipend. It is understood that any stipend position appointment is a one (1) year appointment, is not an entitlement for a subsequent appointment, and is not subject to the "just cause" provisions in Article 5, paragraph A.
- I. If an educator is scheduled to work on any day, and reports to work on that day, and is sent home by the administration for any reason other than sickness or bereavement, said educator shall receive credit and be paid for the entire day.
- J. Any educator anticipating completion of a degree program that will result in a move on the salary scale during the next fiscal year must notify the Board by February 1. If notification is not made to the Board by February 1st, any degree received before the end of the next fiscal year will be recognized in the year following the next fiscal year. Each year, the Beginning of the Year Educator Sheet will include a space for an educator to notify RSU5 of anticipated completion of a degree.

- K. No educator shall earn a pay step if they receive an ineffective final summative rating at the end of their three-year cycle. Immediately following successful completion of the Teacher Growth Plan, the educator shall be granted any steps that were not received while on the Plan. There would be no retroactive pay for the term of the Teacher Growth Plan.

- L. Any pre-approved hourly work will be paid at an hourly rate referenced in Schedule B.

ARTICLE 12

INSURANCE PROTECTION

- A. The Board agrees to furnish to all educators an option of the MEA Benefits Trust Option II Health Plans protection as indicated in A.1. and A.2. This insurance coverage will be for a full 12 month period commencing on September 1 and ending on August 31. When necessary, premiums on behalf of the educators shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
1. Both Standard and the Choice Plus Plans will be offered. The Board will pay rates based on the Choice Plus Plan according to the following formula:

Current and Future Years:
Single – 100% of previous year
Adult/Child – 94% of previous year
2 Adults – 94% of previous year
Family – 86% of previous year

Educators can “buy up” to Standard plan at their option and expense.
 2. RSU5’s contribution for part-time educators’ medical insurance will be the regular benefit paid adjusted for the percentage that they are being paid. (i.e. A 75% position receives 75% of what a full-time educator would have received under the Agreement.)
- B. The Board recognizes Domestic Partner coverage as qualified by MEA Benefits Trust.
- C. The Board and the CEA agree to research and explore alternative underwriters of health insurance for RSU5, including the MEA Benefits Trust Plans. A plan that provides coverage of equal or better quality to the MEA Benefits Trust Choice Plus plan may be selected by mutual agreement of the CEA and the Board. Such agreement shall not unreasonably be withheld by either party.
- D. The Board agrees to furnish, at its expense, to all educators single person dental insurance coverage. Such coverage will provide for a \$25.00 deductible and orthodontics. In the event an educator elects and pays for a family coverage, the Board will make appropriate payroll deductions and remit the premiums with the basic premium remittances. Part time educators’ dental insurance will be the regular benefit paid adjusted for the percentage that they are being paid.
- E. Health Insurance/Cash In-lieu of Health Insurance
1. An educator may voluntarily elect no coverage or to withdraw from their existing district health insurance coverage at any time and receive an annual \$3,500 bonus pro-rated for the amount of the contract year remaining, provided the educator supplies proof of employer-sponsored health insurance coverage elsewhere.
 2. An educator may voluntarily elect to withdraw his/her spouse and/or children from their existing health insurance coverage and receive 50% of the district cost savings

(up to \$4,500) on a one-time basis. If notification is made by September 1st, the bonus shall be fully paid in the current contract year. If the election is made after September 1st, the bonus shall be 50% of the district cost savings (up to \$4,500) on a pro-rated basis for the amount of the contract year remaining.

3. Part-time educators who are eligible to receive district health coverage will receive a pro-rated bonus.
4. The bonus will be distributed over the educator's contract period in the regular paycheck and not as a one-time distribution. The bonus is subject to employment and income tax withholdings, but does not qualify for MSRS. The educator must notify the district in writing of his/her intent to decline district health coverage each year.
5. If an educator desires to reinstate the coverage during the contract year due to a qualifying life event, the bonus will be terminated as of the first month of health coverage. Qualifying events are determined in accordance with the Anthem Blue Cross/Blue Shield Employee Booklet and Summary of Benefits and the Internal Revenue Code. Eligibility requirements for health benefits are subject to Anthem Blue Cross and Blue Shield policy.

ARTICLE 13

LEAVES

A. Personal Sick Leave

1. Under this Agreement, educators are granted thirteen (13) sick days per school year as of the first official day of the school year. At the end of the school year, unused sick leave for that year will be added to the total number of accumulated sick leave to a maximum of one hundred twenty (120) days. In the case of maternity or extended sick leave, the Board shall inform the educator as to the date on which sick leave days have been exhausted.
2. Educators who were previously employed by the Durham School Department will not lose any accumulated sick leave days over one hundred twenty (120) days and will not be granted thirteen (13) sick days per school year until their accumulation falls below one hundred twenty (120) days.
3. Permanently employed part-time educators shall receive sick leave days on a pro-rated basis commensurate with their work schedule.
4. Sick leave days should not be used for routine medical or dental appointments that can be scheduled in advance outside of work hours.
5. The Board shall provide a written or electronic statement for every educator at the beginning of and throughout each school year indicating the total of accumulated sick leave.
6. The Superintendent may seek medical documentation certifying the need for sick leave whenever an educator's use of sick leave exceeds five (5) consecutive work days or whenever there is a concern regarding any educator whose absenteeism may indicate a pattern of sick leave abuse.

B. Sick Leave Bank

The intention of the sick leave bank is to provide additional sick leave days to educators who experience a serious or catastrophic non-work related illness or injury, who have exhausted their personal accumulated sick leave days. By October 31st of each school year, the Superintendent shall provide to the President of the Association verification of the number of days available in the bank as well as a list of current participants.

1. The number of accumulated days shall never exceed eight hundred (800).
2. To be eligible for the sick leave bank an educator must contribute one (1) day of his/her annual sick leave days to the sick leave bank by October 1 of the relevant contract year.

3. In future years when the total number of accumulated days is fewer than one hundred (100) on September 1 of any year, current members shall have deducted from their annual allowance of sick leave, two (2) days each to replenish the number of accumulated days to four hundred plus (400+). Any unused days in the sick leave bank remaining at the end of the school year shall be carried forward and accumulated.
4. If, during any year, the balance of Sick Leave Bank days falls below two hundred (200), members will be asked by the Superintendent and Association President to voluntarily contribute one (1) day from accumulated sick leave days in an effort to sustain the bank.
5. Deductions for the bank shall be irrevocable and may not be redeemed from the bank except by an authorized withdrawal for long-term illness under this provision. Application for withdrawal of participation from the sick leave bank shall be presented to the Superintendent and the Association President as soon as possible.
6. A participant of the sick leave bank may use up to twenty (20) sick leave bank days per school year at full pay with written approval from the Superintendent and the Coastal Education Association.
7. All annual and accumulated sick leave days must be exhausted prior to withdrawals from the bank.
8. The participant must have been absent for at least five (5) consecutive school days prior to withdrawal from the bank. Reimbursement will be retroactive to the beginning of the five (5) day period.
9. If a participant is medically cleared to return to employment on a part-time basis, portions of the approved Sick Leave Bank days may be used as needed up to the total equivalent of twenty (20) full days.
10. After a participant has drawn the equivalent of twenty (20) days from the Sick Leave Bank in the course of the school year, he/she may request up to an additional forty-five (45) days annually from the sick leave bank. Withdrawals beyond the initial twenty (20) days shall be subject to the approval of the Association and Superintendent and may require additional medical documentation sufficient to evaluate the request(s). The cost of the substitute for days beyond the initial twenty (20) days shall be borne by the participant.
11. In the event that an educator may be so disabled as to qualify for Maine PERS disability retirement benefits, the educator shall, as a condition of receiving sick leave benefits from the bank, apply for and pursue a disability retirement application.

To be eligible to withdraw days from the sick leave bank, an educator must submit medical documentation certifying that his/her illness or injury constitutes Serious Health Condition as defined by the Family and Medical Leave Act.

C. Personal Leave

1. Educators are allowed up to five (5) personal leave days per contract year.
 - Educators who do not use any personal leave days during a contract year can elect to receive a payment of \$200 at the end of the school year or have one (1) day added to their sick leave.
 - Educators who use one (1) or two (2) personal leave days during a contract year will have one (1) day added to their sick leave.
 - Educators who use three (3) or more personal leave days are not eligible for a personal day use incentive.
2. An educator shall not have to state a reason for taking personal leave unless the requested leave is the day before or the day after a holiday or vacation period, on a professional development day, or in the months of May and June.
3. Requests for personal leave days must be made in writing to the appropriate administrator. One personal day requires at least two (2) school days in advance except in an emergency. The remaining personal leave requests require at least five (5) school days in advance except in an emergency.

D. Bereavement Leave

1. Five (5) days for spouse, domestic partner, parent (including step/in-law/domestic in-law), child (including step/foster), grandchild, or any other member of the educator's immediate household.

Three (3) days for sibling, sibling-in-law, son or daughter-in-law, and grandparent.

One (1) day may be used in the case of a death of a close friend or relative not enumerated above.
2. Bereavement leave is intended for use immediately following the relative's death. In the event of a delayed burial or service, days may be reserved and used at that time.
3. Educators must submit a timely request for the use of bereavement leave to the appropriate administrator with the understanding that this leave will not be unreasonably withheld.
4. Extended or other bereavement leaves may be granted at the sole discretion of the Superintendent on a case-by-case and non-precedential basis.

E. Jury Duty/Legal Leave

1. Educators called for jury duty shall be paid but must turn over their jury duty pay (less expenses) to RSU5. If an educator is not called for jury duty on a particular day, he/she is expected to report to work.
2. Educators who are required to attend a legal proceeding at the request of and on behalf of RSU5 will be paid as if they were at work.

3. Educators who are involved in any other legal proceedings must take personal leave or the time required shall be unpaid.

F. Family Sick Leave

1. Educators may use up to ten (10) of their available sick leave days for the illness of a spouse, domestic partner, parent (including step/in-law/domestic in-law), or child (including step/foster). This shall apply to any other relative living in the educator's household when the educator's presence is required. The Superintendent has the discretion to require documentation of the need for sick leave days for this purpose.
2. Additional family sick leave days may be granted at the sole discretion of the Superintendent on a case-by-case and non-precedential basis.
3. Educators who have approved leave under the Family Medical Leave Act (FMLA) for immediate family members as defined by the law may use up to an additional 50 days from their accumulated sick leave.

G. Sabbatical Leave

1. A sabbatical leave may be granted by the Board to an educator after seven (7) years of service for study in support of instructional improvements, student achievement, and/or educator leadership. The decision whether or not to grant sabbatical leave is at the sole discretion of the Board.
2. An educator must submit his/her request by January 15th of the contract year preceding the year when leave is to be taken and state any deadline to be eligible for sabbatical leave participation. The Board shall provide a decision within the timeline requested by the educator in order to be eligible for the sabbatical leave.
3. Sabbaticals may be granted for a full or half year. An educator shall receive one-half of the salary for the period he/she is on sabbatical, and shall be responsible for one-half the full cost of insurance. During the sabbatical, the educator is not eligible for any other district paid benefits.
4. An educator granted a sabbatical must sign a written agreement to return to RSU5 for two (2) years if approved for a full year sabbatical and for one (1) year if approved for a half year sabbatical. In the event of a breach by the educator of such agreement, she/he will repay the Board all wages and insurance costs advanced for his/her sabbatical leave, in proportion to the fulfillment of his/her re-employment commitment.
5. An educator returning from sabbatical shall be placed on the salary scale at the step he/she would have achieved had he/she remained actively employed. The returning educator shall be employed in his/her impact area unless a mutual agreement occurs between the Superintendent and the educator regarding an assignment outside of the impact area held at the time of sabbatical.

H. Sick Leave Retirement Reimbursement

1. An educator shall receive up to thirty (30) days of unused sick leave at the educator's per diem rate upon retirement and notification of written receipt of retirement benefits from the Maine Public Employees Retirement System. An educator shall provide a written notice to retire to the Superintendent by January 1 preceding the retirement in June. Payment shall be made within 30 days to the educator following the educator's last day of employment and upon proof of receipt submitted to the Superintendent of MPERS retirement benefits. An educator providing written notice of retirement after the January 1 date will be eligible to receive their payment on or about July 1 of the following calendar year. An educator must be of "normal" retirement age as defined by Maine PERS.
2. In order to be eligible for the sick leave retirement reimbursement, an educator must have a minimum of eight (8) years of combined service within the RSU.
3. Should an eligible educator die while in service to the RSU, his/her survivors will be paid the sick leave retirement reimbursement due the educator.
4. Educators previously employed by the Freeport Schools may be eligible for increased retirement benefits as described in Schedule C.

I. Other Leaves

1. Upon written request from the educator, the Superintendent may grant other leaves of absence with or without pay and stated benefits. The decision to grant or deny the request is at the sole discretion of the Superintendent, however, an appeal may be made to the Board. The Board's decision cannot be grieved.
2. An educator returning from paid leave shall be placed on the salary scale at the step he/she would have achieved had he/she remained actively employed and retain all accumulated benefits to which the educator was entitled at the time his/her leave of absence commenced. The returning educator shall be employed in his/her impact area unless a mutual agreement occurs between the Superintendent and the educator regarding an assignment outside of the impact area held at the start of paid leave.
3. An educator returning from unpaid leave of one year or more shall not receive credit on the salary schedule or benefits for the year(s) of leave, but shall retain all accumulated benefits to which the educator was entitled at the time his/her leave of absence commenced. The returning educator shall be employed in his/her impact area unless a mutual agreement occurs between the Superintendent and the educator regarding an assignment outside of the impact area held at the start of unpaid leave.

ARTICLE 14

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. The parties agree that course payment and professional development activities should be directly linked to efforts to improve the instructional program, student achievement and educator leadership. All requests for professional development days, costs, and course payment made under this article shall be evaluated and approved prior to the commencement of the course or activity in writing by the Superintendent. No such requests shall be unreasonably denied.
- B. Each educator may be granted up to two (2) days of professional leave each year for the purpose of improving instruction, student achievement or leadership skills directly related to the needs of RSU5. Such requests should be made at least ten (10) days in advance to the appropriate administrator and subject to written advance approval by the Superintendent. The appropriate administrator or Superintendent may require educators to engage in additional professional development activities to fulfill specific educator or school needs. If the required additional days fall outside of the Board adopted school calendar, the educator will be paid for the day at per diem rate.
- C. The Board agrees to pay for educators matriculated in a degree program for up to twelve (12) graduate credit hours per year toward that degree. Otherwise, educators shall be paid for up to six (6) graduate credit hours per year. Payment shall be paid at the University of Southern Maine (USM) rate. The educator must provide documentation of their grade within two months of the end of the course. Failure to provide documentation or attain a grade of "B" or better will require the educator to reimburse the District.
- Whether matriculated in a degree program or not, part time educators teaching less than fifty (50) percent per week and educators hired for a one (1) year position shall be entitled to a maximum of three (3) credit hours reimbursement (at the USM rate) per year. Educators falling between 50% and full time will be prorated based on (6) credits. Example: 75% Educator, 75% of 6 credits=4.5 credits reimbursement.
- D. An educator shall reimburse the District for coursework begun in the summer (June, July, August) if he/she resigns prior to the beginning of the school year. In the event the educator is reduced in force, the educator will not be required to reimburse the District.
- E. The Board agrees to pay for mileage to and from conferences and workshops at the IRS mileage rate when an educator is requested or required to attend.
- F. Educators shall make a reasonable attempt to advise the Superintendent by February 1 of the estimated number of credits for the courses for which they intend to take during the upcoming school year.
- G. The Superintendent and building principals will meet with the Association periodically to discuss professional development plans and opportunities in RSU5.
- H. Voluntary professional development: The Board may offer honoraria, at its discretion, for voluntary professional development. In the event an educator does not participate, the

Board will provide professional development opportunities necessary to ensure educators suffer no professional disadvantage.

ARTICLE 15

VACANCIES AND VOLUNTARY TRANSFERS

- A. No later than two (2) weeks after the return date for contracts for each school year, and when there are known vacancies, the Superintendent shall electronically post all of the known vacancies. Any such notification shall be made at the same time as or earlier than any external postings.
- B. Educators who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file an electronic statement with the Superintendent with a copy to the Association President. Such statement shall include the grade and/or subject to which the educator desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- C. In the determination of requests for a voluntary reassignment and/or transfer, the wishes of the individual educator shall be considered in connection with whether the transfer conflicts with the instructional requirements and best interests of the school system. Any qualified educator requesting a transfer shall be afforded an interview by the school's interview team. The Superintendent's decision as to which candidate will be chosen to fill a vacancy is final.

ARTICLE 16

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer will only be made in the case of an emergency or in the best interests of the instructional needs of the RSU.
- B. Prior to making any involuntary transfer the Superintendent shall consider whether there is an equally or more qualified volunteer available to fill said position. In determining qualifications the Superintendent shall consider the needs of the system, but the final decision shall remain with the Board and the Superintendent.
- C. The application of an educator who has been transferred involuntarily will be considered if the job from which s/he was transferred becomes open again, but the final decision shall remain with the Board and Superintendent.
- D. When an involuntary transfer or reassignment is necessary, an educator's area of competence, major or minor field of study, length of service in RSU5 (Durham, Freeport and/or Pownal), length of service in the particular school building, and other relevant factors, including, State and/or Federal laws, rules, regulations, and administrative directives shall be considered in determining which educator is to be transferred or reassigned.
- E. Notice of an involuntary transfer shall be given to educators as soon as practicable, and except in cases of emergency not later than May 15. In the case of an emergency, an educator will be given written notice at least two (2) weeks prior to the transfer.
- F. The educator may request the reasons for the involuntary transfer in writing. The educator may also arrange a meeting, with Association representation should the educator choose, with the Superintendent (and the appropriate administrator, if desired) in order to address the educator's questions and concerns regarding the transfer. Such meetings shall take place within fifteen (15) days of the educator's request. The educator may elect to have the minutes from this meeting documented. In such a case the minutes will be approved by both parties, and copies distributed to both the educator and the Superintendent. The educator may request to have these minutes entered into their personnel file.
- G. Nothing in the foregoing shall limit the right of the Board to transfer educators in the best interests of the instructional needs of the RSU.

ARTICLE 17

REDUCTION IN FORCE

- A. If the Board is contemplating the elimination of positions, it shall notify the Association and, upon request, shall meet and consult on the matter before any decision is made.

If a reduction in force is pending, the Superintendent shall send an up-to-date years of service/impact area list to the Association President within eight (8) working days of the decision being made.

B. Years of Service/Impact Area List

1. By October 31st of each school year, the Superintendent shall post a seniority list in each building listing educators in their impact area from their most recent date of continuous employment in RSU5 or in any of the school systems of Durham, Freeport or MSAD No. 62. If educators are tied in seniority, then total teaching experience shall be used to break the tie (except for rehired retirees whose seniority shall be calculated from the last date of hire). If seniority still remains equal, the earliest date of the signed and returned contract by the educator shall be senior.
2. Educators who have worked in more than one (1) impact area within the RSU and/or prior school systems of the RSU for longer than one (1) year within the previous ten (10) years shall be listed in each impact area. Part-time educators shall be listed along with full-time educators.
3. When posted, the President of the Association shall be provided a copy of the seniority list. Any changes to seniority that occur during the year shall be posted with a copy to the Association President.
4. The Association shall have ten (10) school days from receipt to notify the Superintendent of any problems with the seniority list. Any changes to the list shall be made only by mutual agreement of the Superintendent and the Association. If a reduction in force is pending, the Superintendent shall send an up-to-date seniority list to the Association President.

C. Impact Areas

1. The following impact areas shall be used. Educators shall be listed in impact areas based upon their state certification(s), and their recent (last ten (10) years) teaching experience within the RSU or in any of the school systems of Durham, Freeport, or MSAD No. 62.*
Self-contained Pre-K – 8

Grades 6 – 8 by Instructional Areas:

English/Language Arts

(Included in this area are eligible* Literacy/Language Arts
Strategist/Specialists)

Mathematics

(Included in this area are eligible* Math Strategist/Specialists)

Science

Social Studies

Grades 9 – 12 by Instructional Areas:

English/Language Arts

(Included in this area are eligible* Literacy/Language Arts Strategist/Specialists)

Mathematics

(Included in this area are eligible* Math Strategist/Specialists)

Science

Social Studies/History

Grades Pre-K – 12 by Specialty/Instructional Areas:

Alternative Education (6 -12)

Art

Gifted and Talented

Guidance

Instructional Strategist

Library

Music

Nurse

Occupational Therapist

Physical Therapist

RTI

School Psychologist

Social Worker

Special Education

Speech

STEM (Science, Technology, Engineering, Math) (K -5)

STEM (Science, Technology, Engineering, Math) (6 -12)

World Language

ELL

Wellness/Physical Education/Health

Literacy/Language Arts Strategists/Specialists

Math Strategists/Specialists

2. By mutual agreement, the Board and the Association will meet and negotiate any changes or additions to the list of impact areas.
- D. Once the impact area for layoff has been determined by the Board, the following criteria will be utilized to determine the specific educators selected for layoff:
1. Academic preparation;
 2. Certification;
 3. Length of continuous service; and
 4. Written performance evaluation.

Evaluation criteria will not be used in determining a layoff until September 2020.

- E. In consideration of the relative qualifications of all educators within the specific impact areas subject to a reduction in force and according to the criteria, the effected educator

will be the person with the least number of points. If there is a probationary educator within that specific impact area within his/her first three (3) years of his/her probationary period, then that probationary educator shall not be offered a contract for the following year prior to the lay off of any other educator. Points shall be assigned to the individuals within the impact area in accordance with the following criteria:

1. Academic preparation – Up to three (3) points

- a. One (1) point for a BA or BS degree;
- b. Two (2) points for a MA or MS degree;
- c. Three (3) points for CAS, CAGS, Ph.D., Ed.D. or second master's degree.

2. Certification – Up to three (3) points

One (1) point for each certification recognized by the Department of Education and held in active status by the educator up to a maximum of three (3) points for this category.

3. Length of Continuous Service – Up to eleven (11) points

One (1) point for each two (2) years of continuous service teaching for the RSU and/or prior school systems within the RSU up to a maximum of eleven (11) points.

4. Written Performance Evaluation - Up to nine (9) points

The following points may be received based on the most recent written performance evaluation:

- a. Zero (0) points for an evaluation result of Ineffective;
- b. Three (3) points for an evaluation result of Needs Improvement;
- c. Six (6) points for an evaluation result of Effective; and
- d. Nine (9) points for an evaluation result of Highly Effective.

F. Educators shall receive a minimum of ninety (90) calendar days' notice of any layoff. The Association President shall also receive a copy of layoff notices.

G. Displacement Procedures

After notification of layoff, the Board shall provide the educator selected for layoff termination with the following options:

1. Request to displace the educator with the least number of points in another impact area, if the educator's total points are sufficient, provided that:

- a. The educator selected for layoff termination is listed in the other impact area;
- b. The displacing educator's total points are higher than the lowest educator in

- the other impact area; and
- c. The displacing educator is certified to fill the displaced.

2. Accept layoff subject to recall.

Any part-time educator who displaces any full-time educator shall work the same number of hours as the displaced full-time educator; and any full-time educator who displaces a part-time educator shall work the same number of hours as the displaced part-time educator.

Any displaced educator shall be covered by the same procedures in this Section.

The impacted educator shall inform the Board of their decision within eight (8) working days of notification.

- H. Educators shall remain on the recall list for a period of twenty-four (24) months from the effective date of layoff.
- I. Educators are responsible for keeping the Superintendent's Office informed of their contact information.
- J. Educators shall be notified of recall to their impact area at their last known address and must accept the position in writing within ten (10) business days or they shall forfeit the position. Recall within the impact area shall be the inverse order of layoff. No new hires within an impact will occur until after these recall procedures have been implemented.
- K. Educators shall be removed from the recall list if:
 - 1. They fail to respond to a recall notice;
 - 2. If they refuse a position in their last impact area;
 - 3. If they accept a teaching position in another school unit;
 - 4. If they request to be removed from the recall list;
 - 5. If they fail to appear for work on the appointed day following recall.
- L. Educators who are laid off are entitled to continue insurance coverage in accordance with COBRA requirements.
- M. All existing benefits to which an educator was entitled at the time of his/her lay-off, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the educator upon his or her return to active employment, and the educator shall be placed on the proper step of the salary schedule for the educator's current position according to the educator's experience and education.

ARTICLE 18

EDUCATOR EVALUATION

- A. It is the intent that all evaluation of an educator be open and with the full knowledge of the educator.
- B. The evaluation shall be in accordance with the evaluation policy (GCOA) adopted by the Board.
- C. An educator shall be given feedback for any class visit or evaluation report as set forth in the Performance Evaluation and Professional Growth (PEPG) process. No such report shall be submitted to the central office, placed in the educator's file, or otherwise acted upon without a prior conference with the educator, unless the educator waives the right to a conference. No educator shall be required to sign a blank or incomplete evaluation form.
- D. No educator shall receive adverse comments from an observer in the presence of students.
- E. The final evaluation of an educator shall be placed in his/her personnel file upon termination. No documents shall be placed in an educator's file after severance.
- F. The PEPG Committee will be comprised of administrators, educators, and members of the RSU5 community. The Committee will monitor implementation of the PEPG system and recommend revisions as needed.
- G. Following observations, the observer can suggest ways of improving; these suggestions shall be placed in the educator's e-portfolio in a timely fashion, as set forth through the PEPG process. This does not preclude observers from providing additional information consistent with the unified evaluation process. Probationary teachers, as outlined in the PEPG document, will also follow the mini-observation process with suggestions for improvement placed in the educator's e-portfolio. In some situations, it is understood that additional more formal observations and feedback may be warranted.

The parties acknowledge that the form, content, and frequency of educator evaluation, and the identity and qualifications of the evaluators, constitutes educational policy and that any changes by the Board shall be subject to the meet and consult and impacting bargaining obligations described in the Miscellaneous Article of the Agreement.

ARTICLE 19

GRANTS FOR EDUCATOR INNOVATION

- A. If the Board approves funding from grants, teams of educators may apply for the design and implementation of innovative programs. Grants may be available for any school year.
- B. The Board will establish a grant schedule and communicate it to educators as funds are identified.
- C. A review team with equal members of Board designees and Association designees will evaluate applications and award grants.
- D. The review team will set criteria that reflect a team approach, Board goals, and benefits to the students.

ARTICLE 20

PROTECTION OF EDUCATORS AND CLASSROOM CONTROL

- A. The Board will take reasonable steps to ensure a safe working environment for educators. An educator shall report in writing to the office of the appropriate principal any working conditions in any school building considered unsafe or hazardous. The principal or his/her designated representative will investigate said report and the principal shall furnish within ten (10) days, whenever possible, a written report to both the Association and the Office of the Superintendent describing the results of the investigation, and of any action taken or proposed to correct the condition.
- B. Building administrators shall present educators with clear expectations, duties, and responsibilities for all levels of student discipline at the beginning of each school year.
- C. An educator may use reasonable force as is necessary to protect him/her from attack, to protect another person, 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 student.
- D. Educators shall immediately report cases of physical assault or criminal threatening suffered by them in connection with their employment to their principal or other immediate supervisor. The administrator shall take appropriate action to protect students and staff.

Such notification shall be immediately forwarded to the Superintendent and the Superintendent shall act in appropriate ways and act as liaison between the educator, the police, and the courts. This includes, but is not limited to, fulfilling reasonable requests by the educator for information as allowed by law.

ARTICLE 21

EDUCATOR MATERIALS

- A. The Board will provide the necessary educational materials for each student.
- B. It is expressly understood that in granting the educators the right to discuss, consider, and initiate changes in and selection of educational materials, the Board in no way waives its right to make the final decision in regard to these matters.

ARTICLE 22

FACILITIES

The Board shall provide a secure individual work station for each educator. The Board shall provide a faculty room for the use of educators and other staff. This room will be furnished and will be a non-student area. There shall be restrooms designated for the exclusive use of educators and staff in each building. In order to meet their professional responsibilities both during and after school hours, educators will have access to the building at all times.

ARTICLE 23

DUES-DEDUCTIONS

- A. The Board agrees to deduct from the educator's salary monies for dues and to transmit to the Local, State, and National Associations as said educators authorize on an annual basis. Such authorization must be submitted in writing no later than October 1st of each year. Deductions shall be pro-rated over the remaining pay periods or the full payment for one (1) year's dues.
- B. The Association shall certify to the Superintendent, 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.
- C. The Association agrees to indemnify and hold the Board, its agents, and educators harmless from and against any and all claims, including attorney's fees, which may arise as a result of any action taken pursuant to the collection of Association dues.

ARTICLE 24

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, resolution of disputes over the meaning or application of this Agreement.
- B. Both parties agree that this procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of a grievant having a grievance to discuss the matter informally with a member of the administration, and having the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present and to state its views.
- D. For the purposes of this article, the following definitions shall be used:
1. "Days" shall mean school days, except during the summer months when "days" shall mean Mondays through Fridays when the Superintendent's Office is open.
 2. A "grievance" is a dispute between the parties as to the meaning or application of the specific terms of the Agreement.
 3. A "grievant" shall refer to any member of the bargaining unit submitting a grievance.
 4. A "party in interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken to resolve the grievance.
- E. Time Limits
- A grievance must be submitted at Level One within thirty (30) days of the event or occurrence which gave rise to the grievance. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of the grievance and a bar to arbitration. No arbitrator shall have the authority to amend, modify or adjust the time requirements set forth in this procedure. A failure on the part of the administration or Board to adhere to time requirements shall enable the grievant to advance to the next grievance level. Every effort will be made by both parties to meet the sequence of dates of submission at all levels of the grievance.
- F. Informal Grievance Procedure
- If a grievant feels that he/she may have a grievance, he/she must first discuss the matter with his/her building principal or direct supervisor in an effort to resolve the problem informally. He/she shall have the right to have a representative of the Association Grievance Committee assist in efforts to resolve the problem informally.

G. Formal Grievance Procedure

1. Level One – Building Principal/Direct Supervisor

- a. If the grievant is not satisfied with the outcome of the informal procedure, he/she may file the grievance in writing with the building principal/direct supervisor within thirty (30) days of the event which gave rise to the grievance.
- b. The building principal/direct supervisor shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant with a copy to the chairperson of the Association's Grievance Committee.

2. Level Two – Superintendent

- a. If the grievant is not satisfied with the outcome of the procedure at Level One, he/she may file the grievance in writing with the Superintendent within ten (10) days after receipt of the Level I response.
- b. Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the grievant and the Association representative at a mutually convenient time.
- c. Within ten (10) days after the meeting, the Superintendent shall render his/her decision and the reasons therefore in writing to the grievant with a copy to the chairperson of the Association's Grievance Committee.

3. Level Three – Board

- a. If the grievant is not satisfied with the outcome of the procedure at Level Two, he/she may, within five (5) days after the decision, request that the Association's Grievance Committee appeal the decision to the Board.

The Association's Grievance Committee may, within ten (10) days after receipt, refer the grievance to the Board, stating the reason for dissatisfaction with the decision.

- b. The Board shall meet with the grievant and the Association representative at a mutually agreed upon time within (twenty) 20 days, unless an extension is mutually agreed upon.
- c. Within ten (10) days after the meeting, the Board shall render its decision and the reasons therefore in writing to the grievant with a copy to the chairperson of the Association's Grievance Committee.

4. Arbitration

- a. If the grievant is not satisfied with the outcome of the procedure at Level Three, he/she may, within five (5) days, request that the Association's Grievance

Committee submit the grievance in writing to the President or designee of the Association that the grievance be submitted to arbitration.

- b. If the Association decides to proceed to arbitration, the Association President or designee shall notify the Board Chair and Superintendent within ten (10) days of the Board's decision.
- c. Within ten (10) days after notification, the Association President/designee and the Board Chair/designee shall meet or consult in an effort to agree upon an arbitrator of recognized competence.
- d. If the parties are unable to agree within five (5) days, the American Arbitration Association shall be called upon to select an arbitrator in accordance with its procedures.
- e. The arbitrator selected shall review the record of prior meetings and shall hold such further hearings with the grievant and other parties as he/she shall deem requisite.
- f. The arbitrator shall have thirty (30) days after the hearing to render his/her decision in writing to all parties, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding upon the parties, subject only to judicial review.

H. Miscellaneous Provisions

1. By mutual agreement between the Superintendent and the Association's Grievance Committee, any step of the grievance procedure may be bypassed.
2. If, in the judgment of the Grievance Committee, a grievance affects a group or class of educators, the Grievance Committee may submit such grievance in writing to the Superintendent at Level Two. Any such grievance must include a minimum of two (2) grievants who agree to be party to the grievance. Grievances must be filed at the superintendent's level within 30 days of the last event giving rise to the grievance.
3. The cost of the arbitrator shall be borne equally by the parties, unless the grievant unilaterally withdraws the grievance during the penalty cancellation period prior to the arbitration hearing, in which case the Association shall pay the full cost of late cancellation. If the Board postpones during the penalty cancellation period prior to the arbitration hearing, the Board shall pay the full cost of the postponement.
4. If a party requests a court reporter at Level Three, the requesting party shall pay the cost. If any copy is requested by the other party, then the cost shall be shared.
5. No reprisals shall be taken by either party against the other.

6. All meetings and hearings under the grievance procedure shall be confidential unless mutually agreed by both parties.
7. A grievant may not be represented by any educator organization other than the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
8. The Association may call upon the services of the Maine Education Association, or any professional assistance, for consultation and assistance at any stage of the procedure, and the administration and Board may also use professional assistance at any stage.
9. By mutual agreement of the Association and the Superintendent, a grievance may be settled without establishing precedent. Any such settlement shall not be in violation of any terms of this Agreement.
10. A standard form for filing and processing grievances shall be mutually agreed upon.
11. All records related to a grievance shall be filed separately from the personnel records of grievants.
12. A grievance may be withdrawn by the grievant or the Association at any step of the grievance procedure without establishing precedent.
13. If RSU5 requires an educator to attend a meeting for the purpose of processing a grievance, the educator will suffer no loss of compensation.

GRIEVANCE FORM

Date:

Level Submitted:

Principal/Appropriate Administrator

Superintendent

School Board

Date Submitted to Arbitration

Grievant:

Position and Building:

Agreement Provision(s) Violated (Be Specific):

Date of Occurrence of Alleged Violation:

Nature of Dispute:

Remedy Sought:

Signature of Grievant (#1)

Signature of Grievant /Association Representative(#2)

Date received by Administration:

ARTICLE 25

MISCELLANEOUS PROVISIONS

- A. Education Policy and Impact Bargaining
1. The Board and the Association anticipate the continuation of many of the educational policies for the term of the initial RSU5 Educators' Collective Bargaining Agreement. However, the Board and the Association further acknowledge that the Board has the legal right to change educational policies during the term of the Agreement.
 2. If the Board proposed to make a change in educational policy, it shall notify the Association prior to implementation so that the Association may, if it wishes, invoke its legal right to meet and consult about the change. If the policy is changed, the Board shall, upon request, bargain collectively with the Association regarding the impact of the changes on wages, hours, and working conditions of bargaining unit educators.
 3. Non-compliance with educational policy or non-enforcement shall be deemed to be a change in the educational policy for purposes of the meet and consult and impact bargaining obligations.
- B. If any provision of this Agreement or any application of this Agreement to any educator or group of educators is held to be contrary to law, then such provisions 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.
- C. Any individual contract between the Board and an individual educator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Collective Bargaining Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, the Agreement shall be controlling.
- D. Electronic access to this Agreement shall be available to the Board and the Association within thirty (30) days after the Agreement is signed and available to all educators now or hereafter employed by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement of the other:
1. If by the Association, to the Board Chair with a copy to the Superintendent.
 2. If by the Board, to the Association President.
- F. Provided space is available, the Board will allow non-resident educators to enroll their child(ren) in the school system. To access this service, the educator agrees to pay all costs as set by the Board.




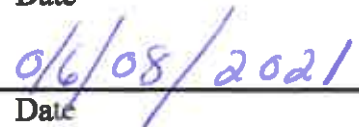
- G. Nothing herein shall be construed to deny or restrict any educator such rights as s/he may have under State of Maine Laws or other applicable laws and regulations. The rights granted to any educator hereunder shall be deemed to be in addition to those provided elsewhere.
- H. The Board agrees to provide to the Association forty-eight (48) hours notice preceding the next regularly scheduled Board meeting with a copy of the Board's agenda. Furthermore, a copy of the Board's minutes will be given to the Association when available to the public after the Board meeting.
- I. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 26

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2021 and shall continue in effect until August 31, 2024.
- B. Pursuant to 26 M.R.S.A. §964-A, the grievance arbitration provisions of the expired Agreement remain in effect until the parties execute a new Agreement. In any arbitration that is conducted an arbitrator shall apply only those provisions enforceable by virtue of the static status quo doctrine and may not add to, restrict or modify the applicable static status quo following the expiration of the Agreement unless the parties have otherwise agreed in the collective bargaining Agreement.
- C. In witness whereof, the parties hereto have caused this Agreement to be signed by their designated representatives.

BY:

	
_____ RSU5 Board Chair	_____ Date
	
_____ Coastal Education Association	_____ Date

SCHEDULE A
2021-2022

All Educators with years of service beyond steps (thus those who will not receive a step increase) will receive their 2020-2021 salary plus 3% in 2021-2022.

Step	Bachelors (BA)	Masters (MA)	CAS/PhD
0	40,861.13	45,355.02	50,258.85
1	42,495.74	46,990.66	51,688.49
2	44,130.35	48,829.21	53,118.13
3	45,765.99	50,667.76	54,550.86
4	47,397.51	52,506.31	55,980.50
5	49,033.15	54,345.89	57,408.08
6	50,667.76	56,185.47	58,839.78
7	52,301.34	58,022.99	60,270.45
8	53,938.01	59,859.48	61,702.15
9	55,569.53	61,702.15	63,128.70
10	57,205.17	63,538.64	64,559.37
11	58,839.78	65,376.16	66,480.32
12	60,472.33	67,216.77	68,401.27
13	62,313.97	69,055.32	70,322.22
14	64,151.49	69,462.17	72,160.77
15	64,970.34	70,278.96	74,000.35
16	65,787.13	71,179.18	75,838.90
17	66,603.92	72,077.34	77,472.48
18	67,422.77	72,977.56	78,288.24
19	68,237.50	73,875.72	79,106.06
20	69,055.32	74,776.97	79,963.02
21		75,797.70	81,025.98
22		76,695.86	82,088.94
23		77,513.68	82,579.22
24		78,126.53	83,071.56
25			83,559.78
26			84,050.06

(Schedule A Page 1 of 3)

2022-2023

All Educators with years of service beyond steps (thus those who will not receive a step increase) will receive their 2021-2022 salary plus 3.5% in 2022-2023.

Step	Bachelors (BA)	Masters (MA)	CAS/PhD
0	42,291.27	46,942.45	52,017.91
1	43,983.09	48,635.33	53,497.59
2	45,674.91	50,538.23	54,977.26
3	47,367.80	52,441.13	56,460.14
4	49,056.42	54,344.03	57,939.82
5	50,749.31	56,248.00	59,417.36
6	52,441.13	58,151.96	60,899.17
7	54,131.89	60,053.79	62,379.92
8	55,825.84	61,954.56	63,861.73
9	57,514.46	63,861.73	65,338.20
10	59,207.35	65,762.49	66,818.95
11	60,899.17	67,664.33	68,807.13
12	62,588.86	69,569.36	70,795.31
13	64,494.96	71,472.26	72,783.50
14	66,396.79	71,893.35	74,686.40
15	67,244.30	72,738.72	76,590.36
16	68,089.68	73,670.45	78,493.26
17	68,935.06	74,600.05	80,184.02
18	69,782.57	75,531.77	81,028.33
19	70,625.81	76,461.37	81,874.77
20	71,472.26	77,394.16	82,761.73
21		78,450.62	83,861.89
22		79,380.22	84,962.05
23		80,226.66	85,469.49
24		80,860.96	85,979.06
25			86,484.37
26			86,991.81

(Schedule A Page 2 of 3)

2023-2024

All Educators with years of service beyond steps (thus those who will not receive a step increase) will receive their 2022-2023 salary plus 3.5% in 2023-2024.

Step	Bachelors (BA)	Masters (MA)	CAS/PhD
0	43,771.46	48,585.43	53,838.54
1	45,522.50	50,337.57	55,370.00
2	47,273.53	52,307.07	56,901.47
3	49,025.67	54,276.57	58,436.25
4	50,773.40	56,246.07	59,967.71
5	52,525.54	58,216.68	61,496.97
6	54,276.57	60,187.28	63,030.64
7	56,026.50	62,155.68	64,563.21
8	57,779.74	64,122.97	66,096.89
9	59,527.47	66,096.89	67,625.04
10	61,279.61	68,064.18	69,157.61
11	63,030.64	70,032.58	71,215.38
12	64,779.47	72,004.28	73,273.15
13	66,752.28	73,973.79	75,330.92
14	68,720.68	74,409.61	77,300.42
15	69,597.85	75,284.58	79,271.02
16	70,472.82	76,248.92	81,240.53
17	71,347.78	77,211.05	82,990.46
18	72,224.96	78,175.39	83,864.32
19	73,097.72	79,137.52	84,740.39
20	73,973.79	80,102.96	85,658.39
21		81,196.39	86,797.06
22		82,158.52	87,935.72
23		83,034.59	88,460.92
24		83,691.09	88,988.33
25			89,511.33
26			90,036.53

SCHEDULE B
STIPEND POSITIONS

A. Athletic Stipends

Athletic stipends will be paid by the following chart.

In addition, an experience bonus of \$150 will be added for any athletic stipend holder having held that position for every three (3) years of consecutive service.

In practice, this means that any stipend holder who has completed at least three (3) years of consecutive service in any stipend position as of June 2021, shall be awarded the \$150 bonus in 2021-2022. This bonus shall remain added to the stipend amount for the life of this contract, should the educator retain this position. Should an educator complete three (3) years of consecutive service by June of 2022, then the bonus shall be added in 2022-2023. This bonus shall remain added to the stipend amount for the life of this contract, should the educator retain this position. Should an educator complete three (3) years of consecutive service by June of 2023, then the bonus shall be added in 2023-2024.

B. Non-Athletic Stipends

1. Existing non-athletic stipends will be paid by the following chart.

2. In addition, an experience bonus of \$150 will be added for any non-athletic stipend holder having held that position for every three (3) years of consecutive service.

In practice, this means that any stipend holder who has completed at least three (3) years of consecutive service in any stipend position as of June 2021, shall be awarded the \$150 bonus in 2021-2022. This bonus shall remain added to the stipend amount for the life of this contract, should the educator retain this position. Should an educator complete three (3) years of consecutive service by June of 2022, then the bonus shall be added in 2022-2023. This bonus shall remain added to the stipend amount for the life of this contract, should the educator retain this position. Should an educator complete three (3) years of consecutive service by June of 2023, then the bonus shall be added in 2023-2024.

System-wide

Overnight Trips that are not part of a stipended position will be paid at a rate of \$60 per overnight for approved overnight trips with students.

O/M Future Problem Solving - The system will pay for staff coaches' overnight expenses to State and World competitions.

Mast Landing educators whose classes participate in a musical - \$60

C. The building administrator shall review any proposed new stipend position. Upon approval, the proposal shall be forwarded to the Stipend Committee. The Stipend

(Schedule B Page 1 of 9)

Committee's recommendation shall go to the Board and CEA for consideration. The Board shall take final action on implementing any new positions.

This Committee will be comprised of five (5) members: two (2) appointed by the Coastal Education Association; two (2) appointed by the Board and the Superintendent of Schools. Appointed members will serve for staggered two (2)-year terms ending June 30 of each year.

- D. It is understood by all parties that the stipends listed in Schedule B are the only amounts that shall be paid for the positions listed. Any decision to split the duties and salaries of a listed position must be made by mutual agreement of both parties. Both parties may also refer such situations to the Stipend Committee for clarification.
- E. Any pre-approved hourly work will be paid at a rate of \$30 per hour.

**SCHEDULE B
NON-ATHLETIC STIPENDS**

<u>Points</u>	<u>Position</u>	
10+	Yearbook Advisor (9-12)	\$4,066
281+ Average hours per year	Choral Director (6-12)	\$4,066
8-9	Band Director (9-12)	\$3,423
211-280 Average hours per year		
6-7	Drama One Acts (9-12)	\$2,355
141-210 Average hours per year	Musicals/Plays (9-12)	\$2,355
	Drama Club (PK-8)	\$2,355
	Academic Leadership Team Member (PK-8)	\$2,355
4-5	New Educator Mentor Chair (PK-12)	\$1,641
71-140 Average hours per year	Local Credentialing Committee Chair (PK-12)	\$1,641
	Senior Class Advisor	\$1,641
	Yearbook Advisor (6-8)	\$1,641
	Space Club (PK-8)	\$1,641
	Outing Club (PK-8)	\$1,641
	Music Director - Fall Musical (9-12)	\$1,641
	Music Director (PK-8)	\$1,641
	Model UN (9-12)	\$1,641
	Academic Leadership Team Member (9-12)	\$1,641
	Band Director (6-8)	\$1,641
2-3	Junior Class Advisor	\$1,272
35-70 Average hours per year	Sophomore Class Advisor	\$1,272
	Freshman Class Advisor	\$1,272
	National Honor Society (9-12)	\$1,272
	Student Council (9-12)	\$1,272

Student Council (PK-8)	\$1,272
Civil Rights Team (PK-12)	\$1,272
Technical Director - Drama/Musical (PK-8)	\$1,272
Student Mentor Program (9-12)	\$1,272
STEM Club (PK-12)	\$1,272
Art Club (PK-8)	\$1,272
Operations Team (9-12)	\$1,272
8 th Grade Advisor	\$1,272
Technology Integrator (6-8)	\$1,272
Senior Projects Coordinator	\$1,272
Theatrical Technical Director - Musical (9-12)	\$1,272
Theatrical Technical Director - One Acts (9-12)	\$1,272
District OM Coordinator (PK-12)	\$1,272
Green/Environmental Team (6-8)	\$1,272
Writing Club (PK-8)	\$1,272
Coding Club (6-8)	\$1,272
Ropes Course Coordinator (6-8)	\$1,272
Robotics (6-8)	\$1,272
Student Support Team (9-12)	\$1,272
Department Chairs (9-12)	\$1,272
Latin Club (9-12)	\$1,272
Advisory Coordinator (9-12)	\$1,272
Fishing Club (9-12)	\$1,272
Music Club (PK-8)	\$1,272
Musical (PK-8)	\$1,272
Art Club (9-12)	\$1,272
Peer Mediation (PK-8)	\$1,272
Math Team Advisor (9-12)	\$1,272
Math Team (PK-8)	\$1,272
The Falcon Outlet (9-12)	\$1,272
Clarion - Art (9-12)	\$1,272

(Schedule B Page 4 of 9)

Clarion - Writing (9-12)	\$1,272
Music Enrichment (PK-8)	\$1,272
Art Enrichment (PK-8)	\$1,272
New Educator Mentor (PK-12)	\$1,272
Local Credentialing Committee (PK-12)	\$1,272

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Intramurals for 3 rd & 4 th Grade	\$765
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20-34 Average hours per year

**SCHEDULE B
ATHLETIC STIPENDS**

ELEMENTARY SCHOOL

POWNALELEMENTARY SCHOOL

TRACK

FALL TRACK	\$1,008
SPRING TRACK	\$1,008

MIDDLE SCHOOL

DURHAM MIDDLE SCHOOL

BASKETBALL

A BASKETBALL	\$2,791
B BASKETBALL	\$2,791
C BASKETBALL	\$1,810

SOCCER

SOCCER	\$2,122
SOCCER A TEAM	\$2,026

<u>CROSS COUNTRY</u>	\$2,014
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<u>BASEBALL</u>	\$2,132
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<u>SOFTBALL</u>	\$2,132
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<u>OUTDOOR TRACK</u>	\$2,014
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<u>INDOOR TRACK</u>	\$2,076
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<u>CHEERING</u>	\$1,967
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<u>NORDIC SKIING</u>	\$2,349
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<u>ASSISTANT TO ATHLETIC DIRECTOR</u>	\$7,405
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FREEPORT MIDDLE SCHOOL

BASKETBALL

B-BALL 8TH	\$2,791
B-BALL 7TH	\$2,791
B-BALL A Team	\$1,646

SKIING

ALPINE SKIING	\$2,649
NORDIC SKIING	\$2,349

BASEBALL

BASEBALL 8TH \$2,132

BASEBALL 7TH \$2,132

SOFTBALL

SOFTBALL 8TH \$2,132

SOFTBALL 7TH \$2,132

LACROSSE

LACROSSE 8TH \$2,197

LACROSSE 7TH \$2,197

SOCCER

SOCCER 8TH \$2,122

SOCCER 7TH \$2,122

SOCCER A TEAM \$2,026

TENNIS

\$1,961

FIELD HOCKEY

F-HOCKEY 8th \$2,122

F-HOCKEY 7th \$2,122

CROSS COUNTRY

\$2,014

CHEERING

\$1,967

FOOTBALL

HEAD FOOTBALL \$3,201

ASST. FOOTBALL \$2,732

TRACK

INDOOR TRACK \$2,076

ASST. INDOOR TRACK \$1,545

OUTDOOR TRACK \$2,014

ASST. TO ATHLETIC DIRECTOR

\$7,405

HIGH SCHOOL

BASKETBALL

B-BALL V	\$5,642
B-BALL JV	\$4,594
B-BALL F	\$2,774
UNIFIED BASKETBALL	\$1,591
UNIFIED - ASST	\$1,061

SKIING

ALPINE SKIING	\$4,301
NORDIC SKIING	\$4,276
ASST NORDIC SKIING	\$2,732
ASST ALPINE SKIING	\$2,732

BASEBALL

BASEBALL V	\$4,268
BASEBALL JV	\$3,403

SOFTBALL

SOFTBALL V	\$4,268
SOFTBALL JV	\$3,403

LACROSSE

LACROSSE V	\$4,278
LACROSSE JV	\$3,123

<u>TENNIS</u>	\$3,360
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SOCCER

SOCCER V	\$4,231
SOCCER JV	\$3,443
SOCCER F	\$2,600

FIELD HOCKEY

F-HOCKEY V	\$4,168
F-HOCKEY JV	\$3,381

CROSS COUNTRY

CROSS CNTRY \$4,180

CROSS CNTRY ASST \$3,561

GOLF \$3,381

CHEERING

CHEERING BASKETBALL & COMPETITION \$3,360

CHEERING FALL V \$2,732

SWIMMING \$4,741

TRACK

INDOOR TRACK V \$4,300

ASST. INDOOR TRACK V \$2,732

2nd ASST. INDOOR TRACK V \$2,016

OUTDOOR TRACK V \$3,852

ASST. OUTDOOR TRACK V \$2,732

2nd ASST. OUTDOOR TRACK V \$2,016

FOOTBALL

HEAD FOOTBALL V \$5,275

ASST. FOOTBALL V \$3,665

FOOTBALL JV \$3,201

FITNESS CENTER

FALL \$1,379

WINTER \$1,379

SPRING \$1,379

SCHEDULE C

Educators hired by the Freeport Public Schools before the 2003-2004 school year will receive the following reimbursement of unused sick days at the educators per diem rate upon retirement.

Educators who have nine (9) years of creditable service to the FPS/RSU5 as of 7/1/12 shall be reimbursed up to forty (40) days of unused sick leave.

Educators who have fifteen (15) years of creditable service to the FPS/RSU5 as of 7/1/12 shall be reimbursed up to forty-five (45) days of unused sick leave.

Educators who have twenty (20) years of creditable service to the FPS/RSU5 as of 7/1/12 shall be reimbursed up to fifty (50) days of unused sick leave.

Educators who have twenty five (25) years of creditable service to the FPS/RSU5 as of 7/1/12 shall be reimbursed up to fifty-five (55) days of unused sick leave.

Educators who have thirty (30) years of creditable service to the FPS/RSU5 as of 7/1/12 shall be reimbursed up to sixty (60) days of unused sick leave.

Payment of up to thirty days (30) shall be made to the educator following the last day of employment.

Any reimbursement beyond the first thirty days shall be paid the following year.

All other requirements from Article 13 section I shall remain the same.