

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCARBOROUGH EDUCATION ASSOCIATION

AND

SCARBOROUGH BOARD OF EDUCATION

SEPTEMBER 1, 2022 - AUGUST 31, 2025

Table of Contents

ARTICLE 1 Recognition	3
ARTICLE 2 Employee Rights and Responsibilities	3
ARTICLE 3 Teaching Hours and Length of Year	7
ARTICLE 4 Salaries	9
ARTICLE 5 Insurance Protection	11
ARTICLE 6 Paid Leave	13
ARTICLE 7 Sabbatical Leaves	17
ARTICLE 8 Protection of Employees	18
ARTICLE 9 Association Rights	18
ARTICLE 10 Miscellaneous Provisions	19
ARTICLE 11 Professional Development	20
ARTICLE 12 Differential Compensation	21
ARTICLE 13 Seniority/ Layoff	22
ARTICLE 14 Employment Of Rehired Retired Teachers	24
ARTICLE 15 Grievance Procedure	25
ARTICLE 16 Duration of Agreement	29
APPENDIX A - SALARIES	31
APPENDIX B - STIPENDS	32
APPENDIX C –ADDITIONAL PERSONAL LEAVE REQUEST FORM	35
APPENDIX D – REQUEST FOR SICK LEAVE BANK	36
APPENDIX E - GRIEVANCE FORM	39

ARTICLE 1

Recognition

A. The Scarborough Board of Education, hereinafter the Board, pursuant to 26 M.R.S.A. § 962, recognizes the Scarborough Education Association, hereinafter the Association, as the exclusive bargaining agent for the purpose of negotiating wages, hours, working conditions, and contract grievance arbitration for a bargaining unit consisting of all certified teachers and guidance counselors, and the following non-instructional professionals: licensed social workers, registered nurses, registered/licensed occupational therapists, registered/licensed speech therapists and registered/licensed physical therapists, who are public employees pursuant to the laws of the State of Maine (herein referred to as employees) and excluding other employees of the Board.

B. The Board expressly reserves the right to subcontract with non-instructional professionals as defined above who are not in the bargaining unit whenever the Board is unable to employ individuals it deems qualified for bargaining unit positions.

ARTICLE 2

Employee Rights and Responsibilities

A. Employee Rights

1. As a duly selected body exercising governmental power within the laws of this State of Maine, the Board hereby agrees that employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred. The Board shall not discriminate against any employee with respect to hours, wages, or any terms or condition of employment by reason of membership in the Association, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Nothing contained herein shall be construed to deny or restrict any employee such rights provided under State of Maine School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

3. Whenever any employee is required to appear before the Superintendent, or Board, concerning any matter which could adversely affect the continuation of that employee in their office or position of employment, then the employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and represent them during such meeting. It is mutually understood that the

Superintendent does not need to issue a written notice prior to the sharing of the employee's classroom observation or evaluation.—

4. Any employee placed on administrative leave pending an investigation shall be paid their salary until the Board or Superintendent makes a decision.

5. No employee shall be disciplined, reprimanded, or reduced in compensation without just cause. No continuing contract teacher shall be non-renewed or dismissed without just cause. Before a written reprimand or charge of misconduct is placed in the employee's personnel file, the employee will be given the opportunity to sign it and the employee will receive a copy. Any complaint about an employee that warrants an investigation will be called to the employee's attention promptly and an employee may rebut the results of an investigation before any discipline is imposed.

6. If an investigation determines that the complaint or allegations are unsubstantiated, that result shall be documented. The matter shall not be used in any evaluation or other consideration relating to the employee's employment.

7. Any formal written complaints regarding an employee made to any administrator by a parent, student, or other person which could result in disciplinary action, shall be brought to the attention of the employee promptly. The employee shall have the right to read and respond to said complaint.

8. By way of clarification, this just cause provision does not apply to the non-renewal or dismissal of a probationary employee, nor does it apply to the non-reappointment of an employee under annual appointment to a coaching or other extracurricular or co-curricular activity. Should a continuing contract employee not be reappointed for any extracurricular or co-curricular activity, that employee shall be given, upon written request, an explanation for the non-reappointment.

9. The foregoing will in no way limit the authority of the Superintendent to recommend dismissal under State Law to the Board, or the authority of the Board, under State Law, to dismiss or non-renew employees.

10. Non-Instructional Professionals

a. It is agreed that non-instructional professionals are not subject to the statutes of the State of Maine regarding teachers. However, all newly-hired non-instructional professionals shall be on probationary status for the same number of full years (from their last date of hire) as teachers under Maine law (see Section 13201). During this period of time, non-instructional professionals shall exhibit their fitness for their position prior to achieving non-probationary status. Renewal of the individual contract after the probationary period shall be dependent upon the recommendation of the Superintendent to the Board. A probationary non-instructional professional whose contract is not to be renewed shall receive written notification, or written notification that renewal status is uncertain, from the Superintendent no later than May 14th of the year in which the individual contract expires.

b. Following the successful completion of the probationary status, any non-instructional professional whose subsequent non-probationary contract is not to be renewed shall receive written notification, or written notification that the renewal status is uncertain, from the Superintendent no later than May 14th of the year before the contract expires.

c. Following the successful completion of the full probationary period, no non-probationary non-instructional professional shall be disciplined, suspended or discharged without just cause.

11. The Board's policy manual is available on the District website. The Board agrees to notify in writing all Employees and the Association of any changes in the Board's written policies.

12. Employees shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operation or other scheduled activities. Said employees will acquire permission for building use from the principal under procedures established for respective buildings and School Board Policy.

B. Employee Responsibilities

1. In signing an individual contract or salary agreement, an employee shall accept as part of that contract the Administrative Procedures and Policies of the Board.

2. Beyond duties delegated to the employees by the Board and Administrators, other duties of employees are as follows:

a. In addition to Administrative Procedures and Policies of the Board, employees shall comply with rules and regulations of the individual schools. For the best interests of the students, there is an expectation that employees and administrators will work cooperatively and jointly to solve problems.

b. (1.) Employees shall attend required conferences and meetings within the Town of Scarborough requested by the Board or Administrators after due notice of no less than forty-eight (48) hours. Exceptions to this paragraph may be given by mutual agreement.

(2.) Employees attending conferences and/or meetings as described above, that extend beyond the normal day, may use their discretion in reducing their required hours after the student day or days when the employee is not required to perform a duty assignment. An employee shall notify the office when they are not going to be present.-

c. Employees shall keep and preserve all records that may be required of them by the Board or Administrators.

d. Employees shall be responsible for the conduct of pupils and shall confer and cooperate with Administrators so there shall be maintained a high standard of education and discipline.

e. Teachers shall clearly state, in written form, the goals of given courses and shall keep written plans in a plan book or other acceptable format for at least three (3) days in advance for day-to-day classes. The plan book or other acceptable format is to be available at all times to Administrators and to substitute teachers and shall be submitted to the principal at the end of the school year upon request, and made available to the teacher, no later than August 1.

f. Teachers shall give extra help to pupils who need it and shall suggest to those students needing special help that they come in for help on a regularly arranged schedule.

g. It is agreed that grades, ranks, or progress of all students shall be recorded. The grading system used by the individual teacher shall be thoroughly and clearly explained in writing. Also, the weights attached to exams, quizzes, term papers, and classroom participation shall be specifically and clearly stated. For teachers leaving the system or unavailable for the summer a copy of this record shall be submitted to the principal at the end of the school year. It is further agreed that teachers shall keep a daily record of class attendance.

h. All employees shall, during the first six (6) weeks of school, become familiar with the available records of their students. Administrative, guidance, and non-instructional professionals will advise teachers of special problems of individual students. Administrative, guidance personnel and teachers will advise social workers of special problems of individual students.

i. It is agreed that all employees shall report any recognized unusual problems of a pupil to the administration, and recommend any special help or attention deemed available.

j. It is agreed all employees shall assist each other by assuming additional responsibilities in emergencies or unusual circumstances.

C. Personnel File

1. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping. The personnel file shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the individual's employment as designated by statute.

2. Employees shall be sent a copy of all material placed in the file, at the same time the material is placed in the file. Anonymous or unattributed materials shall not be placed in the file unless the matter was investigated. An employee shall have the right to submit a written response to any material placed in the personnel file within five (5) days of receipt of such material. This written response shall be attached to the appropriate material and then filed.

3. An employee and/or their designated representative, upon written request, shall have the right to examine and receive copies of their personnel file in the presence of the file's custodian or designee, by appointment and during the normal business hours of the office in which the file is kept.

4. No person other than the employee, the employee's representative, the Board when acting as a collective body, its representative(s), the employer's administrators, other designated staff, or by subpoena, shall have access to the employee's personnel file unless specific written authorization is granted by the employee.

5. An employee will be entitled to one copy of their file per year. Thereafter, the employee and/or representative will be charged at the rate charged the public for photocopies.

ARTICLE 3

Teaching Hours and Length of Year

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. As professionals, non-instructional professionals are expected to devote to their assignments the time necessary to meet their responsibilities, both before and after the school day and year. While non-instructional professionals are generally expected to be present during school hours and to keep their respective building administrators advised as to their whereabouts at all times, the parties recognize that the caseload of each non-instructional professional will require some flexibility in working schedules.

B. Lunch Period

1. Employees shall have a duty free lunch period of at least twenty-five (25) continuous minutes. The lunch period may be scheduled by building administration within the middle three hours of the regular workday based on student and/or building needs.

2. Employees may leave the building during their scheduled duty-free lunch periods after personally notifying the office.

C. Temporary Absence During the Workday

1. Any time that an employee is on an authorized absence from the building during the work day, the employee shall sign in or sign out as per the building procedures.

D. Preparation Time

1. If a teacher receives less than 200 minutes per week of preparation time, the teacher shall be compensated at the rate of 1/14 of their per diem rate for each half-hour of preparation time lost.

2. Non-instructional professionals shall continue to have the flexibility in their professional discretion to schedule enough non-direct service time to meet their overall professional obligations.

E. Length of Day

1. The workday shall be seven (7) hours each day, with the exact hours to be determined at each phase by the Board.

2. Employees shall be available without extra compensation at such times as necessary to perform the following duties outside the seven-hour workday:

- a. Ten (10) Faculty/Professional Responsibility Meetings (Administratively Scheduled and Planned) per year, not to exceed one (1) hour in length.
- b. Ten (10) Department/Curriculum Meetings (Administratively Scheduled and Planned) per year, not to exceed one (1) hour in length.
- c. Parent-Teacher Conferences during two time periods each year to be scheduled over a two-week period for K-8, with two administratively designated night options. Employees are required to attend one of the designated night options. For 9-12, conferences will be two times per year on administratively designated dates.
- d. Individual parent meetings/consultations.
- e. Annual Open House
- f. School sponsored activities with student participation (i.e., musicals, plays, concerts). No teacher will be required to supervise more than one (1) activity a year outside their advisory responsibilities.
- g. IEP Meetings (Efforts will be made to schedule IEP's during the employee day. However, it is understood that the administrator's decision as to IEP scheduling will be final.)

F. Exceptions

1. Exceptions to the provisions in A, D, or E above pertaining to employees may be made only in the event of emergencies.

G. School Year

1. Definitions:

- a. Pupil Day - Any day when pupils and employees are in school attendance.
- b. Employee Day - Any day when employees are expected to conduct classes, provide services, or participate in professional development.

2. Work Year

a. The employee work year shall be one hundred eighty-two (182) days and shall begin two (2) days prior to the first student day. Half of each of these two (2) days shall be reserved for teachers to work independently to prepare for the opening of school. In the event that the Board adds additional workdays to the school calendar, these days shall be paid at the employee's per diem rate of pay.

b. On any other full staff days without students, employees shall be provided with a minimum of one (1) hour of Teacher Design time to work with peers.

c. Currently the Board schedules parent teacher conferences during two (2) time periods each year. In recognition of the time required for parent-teacher conferences, two (2) of the one hundred eighty-two (182) days in the work year are scheduled in the school year as non-work days. In the event that the Board decides to increase the number of time periods during which parent teacher conferences are scheduled in the future as a matter of educational policy, the Board and the Association agree that the impact of such a decision shall be negotiated.

3. School Calendar

During the term of this Agreement, the Board/designee shall meet and consult with the Association regarding the development and changes to the school calendar.

H. Any employee covered by this Agreement who works less than full time shall receive prorated salary and benefits based upon time worked compared to the time worked by full-time employees.

ARTICLE 4

Salaries

A. Annual salaries of employees shall be based on the length of the school year in Article 3. If assignments are made requiring an employee to work in excess of the days in Article 3, salary shall be prorated on a per diem basis. Salary schedules are attached as Appendix A.

B. Each employee shall be placed on their proper step on the salary schedule as of the beginning of each school year.

C. Any voluntary work requested by an employee and approved by the Superintendent, or any work posted for voluntary work by the Superintendent for curriculum development or staff training, shall be paid at the following applicable hourly rate, which is calculated by dividing the base salary by 182 days and then by seven hours:

2022-23 – \$35.11

2023-24 – \$36.69

D. Credit up to the maximum step of any salary level on the Salary Schedule shall be given for previous related experience on a full-year for full-year basis as specified below.

1. Teachers shall be given credit on the salary schedule for teaching experience in VISTA, Peace Corps, or any other similar teaching experience including state approved private schools.

2. Social Workers shall be given credit for previous outside professional social work experience in a comparable educational environment including experience in VISTA or Peace Corps.

3. Nurses shall be given credit for previous outside nursing experience as a school or public health nurse. At the discretion of the Superintendent, credit may also be given for other nursing experience such as work in a medical facility.

4. Speech therapists, occupational therapists and physical therapists shall be given credit for previous experience in a school or public health facility. At the discretion of the Superintendent, credit may also be given for other experience such as work in a medical facility.

E. Employees shall be notified of their contract status for the ensuing year in accordance with state law.

F. Employees in stipend positions shall be evaluated within a reasonable time after the completion of the activity. The administrator responsible for supervising the position will notify the employee within a reasonable time after the evaluation whether or not they will forward a recommendation to the Superintendent to re-employ the employee in the stipend position. An administrative recommendation is not a guarantee that an employee will actually be appointed; that decision is at the discretion of the Superintendent and the Board.

G. Any employee who retires from the Scarborough School Department under the Maine Public Employees Retirement System, and who has spent at least the last fifteen years prior to retirement as an employee in the Scarborough School System, shall receive payment for up to thirty (30) days of accumulated sick leave at their per diem rate of pay. Employees who wish to receive payment for unused sick leave must inform the Scarborough Board of Education, in writing of their retirement, no later than the January 1 of the year of retirement. Payments shall be made on the first payroll in July unless funds are available for payment in June. Exceptions may be made at the sole discretion of the Board.

H. To be placed upon a higher pay scale, employees shall:

1. Notify the Board of their intent to qualify for a higher pay category no later than January 1 of the school year prior to that in which the change will occur;

2. Complete all requirements for that higher scale no later than September 1 of the school year in which the change will occur;

3. Present evidence of receipt of an advanced degree or course work for a higher scale no later than March 1 of the school year in which the change will occur. After the appropriate documentation is presented, payment shall be paid retroactively to September 1 on the new scale.

I. To be eligible for a salary scale beyond the Bachelor scale, all hours earned shall be at the Graduate level or be part of a requirement for a graduate degree program in which the employee is enrolled and shall be approved or accepted by the Superintendent.

ARTICLE 5

Insurance Protection

A. Health Insurance

1. The Board will offer the health insurance plans available through the MEA Benefits Trust (currently Choice Plus, Standard, Standard 500 Deductible Plan and Standard 1000 Deductible Plan.)
2. The Board agrees to pay up to the amount which the employee is eligible depending upon marital status and dependent status for a single, two-adult, adult with child, or full family subscription for the Choice Plus Plan.
3. For the contract term, the maximum yearly rate that the Board will pay for health insurance shall not exceed 80% of the cost of the Choice Plus Plan in which the employee enrolls. Employees who choose to enroll in a plan with higher premiums are responsible for the cost over the Board's contribution as described above. In no event will the Board pay more than the actual cost of its share of the premiums for any plan selected by an employee.
4. When both spouses are employed full-time by the Scarborough School Department, they shall be entitled to have 100% of the health insurance premium for the Choice Plus Plan paid by the School Department. The employees must take the lowest cost alternative available (for example, if the cost of two single plans is lower than the cost of a two-adult plan, the employees must take the two single plans.)
5. If the spouse of an employee is eligible for health insurance coverage through their employer (whether through direct premium payment, cafeteria plan benefit, cash allowance, or otherwise) and is eligible to receive the full-time health insurance benefit of that employer, the maximum health insurance premium paid by the Board

to which an employee shall be entitled shall be the dollar amount for the adult with child premium. Employees who request to have their spouse covered under the Board's plan are required to sign a certification that their spouse does not have health insurance available through their own employer.

6. The Board agrees to formally adopt a section 125 plan to permit employees to pay insurance premiums with pretax dollars.

B. Alternate Option In-Lieu-Of Health Insurance

1. Employees wishing to opt out of the Board's health and dental plan are eligible to receive payment to a qualified tax-sheltered annuity (TSA) each year. This will be paid in quarterly installments beginning at the end of the first quarter under the following conditions:

- a. The employee must provide proof that they and their family, as appropriate, have health and dental insurance through another employer-sponsored plan.

- b. That such sum is deposited to an approved and qualified tax-sheltered annuity for the benefit of the employee.

2. The annual TSA-in-lieu amount will be determined on September 1 of each year of the contract and will be based upon the number of employees opting out of the District-provided health and dental insurance as follows:

<u>Number of employees opting out</u>	<u>Amount of TSA-in-lieu</u>
1 - 49	\$ 800.00
50 - 59	\$1,000.00
60 or more	\$2,000.00

Annually, the Board will project the TSA-in-lieu amount for the following year based on enrollment data as of June 1. The Board will provide the Association with a projected TSA-in-lieu amount for the following year by June 15 of each year in the contract. The final approved TSA-in-lieu amount for each contract year will be determined based on actual enrollment data as of September 1 of that year. Enrollment data and the approved TSA-in-lieu amount will be provided to the Association by September 15 each year.

3. Employees may change their enrollment status during the contract year under the provisions of the insurance provider.

- a. Employees who change their status by enrolling in the insurance program after September 1 of any contract year will immediately cease to receive payments-in-lieu.

- b. Employees who drop out of the insurance program after September 1 of any contract year will receive payments-in-lieu beginning with the subsequent quarter following the change.

C. Life Insurance

The Board will continue to make a life insurance plan available to employees through the Maine PERS Teacher Group insurance plan, but participation in this plan shall be at an employee's own expense. Employees will be notified annually of the life insurance contact information to enroll, update, or change their plan.

D. Dental Insurance

The Board agrees to pay one hundred percent (100%) of the cost of a single subscriber dental plan which is selected by the Board and the Association.

E. Vision Insurance

The Board will make a vision insurance plan available to employees. The cost of such coverage is fully paid by the employee.

ARTICLE 6

Paid Leave

Employees will use the school department's absence management program to provide advanced notice of leave or they will promptly notify their principal or supervisor, as applicable, when that is not possible.

A. Sick Leave - Employees will be entitled to eighteen (18) sick days per year effective as _____ of the first day of the school year. Up to 130 unused sick days will roll over from one year to the next. An employee who must resign due to illness shall receive full pay for any days absent, up to the amount of accumulated sick leave.

Sick leave may be used for the following reasons:

- a. For the employee's own illness, injury, or disability (including appointments that cannot be scheduled outside the workday). Absences caused by the employee's pregnancy or childbirth shall be treated like any other disability or illness for the purpose of sick leave.
- b. For others' illnesses/injuries as follows:
 - i. Absence due to an illness of a member of the employee's immediate family which necessitates the presence of the employee may be considered as personal illness. Absence under this section shall be limited to sixty (60) days per year. Additional days under this specific provision may be granted at the discretion of the Superintendent under unusual circumstances.

- ii. Absence due to illness of a member of the employee's extended family which necessitates the presence of the employee may be considered as personal illness. Days taken under this section shall not exceed the lesser of the maximum number of accumulated sick leave days or thirty (30). Whenever the employee is the closest (distance or relationship) living relative, as determined by the employee, then subsection (b)(i) shall apply.
- iii. For the purposes of this Article, the following definitions apply:
 - 1. "Immediate family" means spouse/registered domestic partner (see 22 MRS Sect. 2710), parents, siblings, children, grandparents, grandchildren, in-laws, and persons living in the same household and/or under guardianship.
 - 2. "Extended family" means aunt, uncle, niece, and nephew.

B. Sick Leave Bank

- 1. The Sick Leave Bank days are to be administered by a committee consisting of the Superintendent's designee and two Association Executive Board members. No later than September 1st of each year, the Association will notify the Superintendent and Assistant Superintendent of the names of the two Executive Board members. Use of the Sick Leave Bank days is limited to serious or catastrophic illness or injury of the employee. All decisions are final and non-grievable.
- 2. Each continuing contract employee who wishes to become a member of the Sick Leave Bank shall contribute one (1) day from their accumulated personal sick leave to a Sick Leave Bank each year. This action is voluntary on the part of the employee.
- 3. To qualify for sick leave from the Sick Leave Bank, an employee must have:
 - a. Voluntarily contributed one (1) day of their own personal sick leave during that year.
 - b. Used all of their personal sick leave.
 - c. Completed the application form attached as Appendix D.
 - d. Provided a doctor's certificate indicating the existence of an illness or accident requiring extended leave from work.
 - e. The period of illness must have extended ten (10) days or more. This provision may be waived at the discretion of the Committee.

4. Sick Leave Bank members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.

a. Employees must notify the Superintendent's Office if they wish to contribute, by September 15th each year.

b. Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the Board or no longer participates in the Sick Leave Bank.

c. A member who uses the Sick Leave Bank must contribute a sick leave day to the bank the following year.

5. Restrictions:

a. Upon application and approval, a member may draw a maximum of sixty (60) days from the Sick Leave Bank in any school year.

b. In the event that an employee may be so disabled as to qualify for Maine PERS disability retirement benefits, the employee shall, as a condition of receiving sick leave benefits from the bank, diligently and in good faith apply for and pursue a disability retirement application. If the employee is granted disability retirement, their employment shall terminate for purposes of retirement as of the date the disability retirement benefits begin and no further sick leave bank benefits shall be paid. Any days which were paid through the Sick Leave Bank but subsequently covered by disability retirement benefits must be repaid to the Board, and these repaid days will be placed back in the sick bank.

C. Bereavement Leave

Up to a total of three (3) days per year will be granted to an employee to attend funeral services, and/or handle matters related to the administration of an estate. These days are not deducted from an employee's sick leave. If an employee needs additional days for an immediate/extended family member's death for personal grieving, attending services, and/or performing tasks related to that family member's services or administration of their estate, they may be deducted from their accrued paid sick leave upon request.

D. Parenting Leave

1. An employee may use their own sick leave for adoption, maternity or paternity (i.e., parental leave) purposes for up to six weeks following the adoption or birth of their child. If the employee does not have adequate sick leave, an unpaid leave of absence shall be granted so that the total amount of leave (paid plus unpaid) does not exceed twelve (12) weeks per adoption/birth. The Superintendent may grant additional unpaid parental leave (1) in the event medical reasons justify additional leave, or (2) in the event the employee wishes to continue leave for the remainder of the semester in which they exhaust the twelve weeks of parental leave. All leave granted by the Superintendent under the

provisions of this collective bargaining agreement which are eligible under the state or federal Family Medical Leave laws, will be charged against an employee's F.M.L.A. entitlement.

2. An employee may request an unpaid leave of absence, for a period not to exceed twelve (12) consecutive months, for the purpose of caring for or rearing children. The employee may return from leave at the beginning of a quarterly grading period provided that the employee's leave of absence has not exceeded two (2) consecutive grading periods; otherwise the employee may return only at the semester break or at the beginning of the next school year. Exceptions to these provisions can only be made when the employee and the superintendent mutually agree that such exception is in the best interest of the system. The employee shall inform the Superintendent, in writing, of the intended date of return from leave at least ninety (90) days prior to the proposed date of return. The participating employee may elect to continue their insurance coverage provided the employee pays the entire monthly premium, except for health insurance benefits provided pursuant to the provisions of the federal Family and Medical Leave Act.

E. Personal Leave

1. Personal days will be limited to three, except that the Superintendent/designee may, in their sole discretion, grant up to two additional days. Requests for such additional days will be granted if adequate coverage exists, unless the leave was necessary for an employee's own emergency or sudden necessity. Notice of leave for an emergency or sudden necessity shall be provided as soon as feasible. The Form for requesting additional days is attached as Appendix C.
2. All personal leave will be deducted from the employee's accrued sick leave. Personal leave may be taken in hourly increments if scheduling permits. Employees may be required to provide documentation of any leave. Personal leave is not accumulative.
3. The Board or its agent reserves the right to limit the number of employees that may be on personal leave on any one day to the following:

K - 2 Schools (each)	3	Scarborough Middle School	5
Wentworth Intermediate	5	Scarborough High School	5

4. The Board and/or the Superintendent may grant additional personal leaves either with or without pay. When an employee is granted such a leave of absence for an entire school year, the Superintendent shall send a written reminder, no later than February 15th, of the March 1st notification deadline by certified mail to the last known address of the employee. Any employee on an unpaid leave of absence shall notify the Board of their intent to return, no later than March 1st. Failure to notify the Superintendent by March 1st shall be considered an irrevocable resignation and said employee will be considered as having abandoned their position. In the event of a

leave of absence lasting less than an entire school year, the Superintendent will inform the employee of the date by which they must be notified by the employee of their intent to return.

- F. Legal Proceedings - Employees who are requested or required to participate in any legal proceeding on behalf of the Board will be paid their regular rate of pay.
- G. Jury Duty - Employees who are summoned to serve on a jury panel will be granted a leave of absence with pay for those days that they are required to serve that are regularly scheduled workdays.

ARTICLE 7

Sabbatical Leaves

A. A sabbatical leave may be granted to an employee by the Board for further study or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of one percent of the employees (rounded to the higher whole number) at any one time.

2. The employee upon application has completed at least six (6) consecutive full school years of service in Scarborough School System and will have completed seven (7) consecutive full years in the Scarborough School System before starting said leave.

3. An employee on sabbatical leave shall be paid by the Board at fifty percent of the salary rate which they received during their last year of employment.

4. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which she/he would have achieved had they remained actively employed in the system during the period of their absence.

B. Sabbatical leave will be governed by the following guidelines:

1. The employee must apply no later than January 1 and shall also complete said school year. Action shall be taken by the Board on all such requests, no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.

2. In the event the request is denied by the Board, the employee applying for said leave shall receive written reasons for denial, however the decision to deny the sabbatical is not grievable.

3. The employee receiving the sabbatical leave shall enter into a written agreement with the Board covering the terms and conditions of the leave including benefits which the employee will receive.

4. Upon return from the leave, the employee may either submit a written report or present an oral report to the Board outlining the educational benefits to the school system as a result of the leave.

C. The Board, in its discretion, may grant additional sabbatical leaves where there would be no net increase in cost to the Scarborough School Department.

D. An employee who has received sabbatical leave must return to work in the school department for a minimum of two (2) years. Failure to do so shall result in the forfeiture of all pay received while on sabbatical. Exceptions to this repayment provision may be made with the approval of a review committee consisting of three (3) members appointed by the Board, and three (3) members appointed by the Association and the Superintendent, acting as the non-voting member.

ARTICLE 8

Protection of Employees

Employees shall not be requested to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing except to maintain the safety and wellbeing of students or other personnel provided that safety issues that fall within the jurisdiction of the Maine Bureau of Labor Standards will be referred to said agency.

ARTICLE 9

Association Rights

A. Duly authorized representatives of the local Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with scheduled meetings or assigned duties of the employees, and be in accordance with Board Policy KF. The Association will not be charged for the use of school buildings, except to the extent an additional cost to the Board for such use is incurred. The parties recognize that 26 MRSA Sect. 975 governs the Association's access to employees, employee information, and school property.

B. The local Association shall have the right to post notices of activities and meetings of the Association on employee bulletin boards. The local Association may use email (in accordance with School Department policies and rules for computer use), the interoffice mail service and employee mailboxes for communication to employees, as long as this practice does not become disruptive.

C. Whenever any employee is mutually scheduled by an administrator, other representative of the Board and/or a representative of the Association, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

D. The Board agrees to deduct from employee's salaries money for local, state and national Association dues as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies not later than thirty (30) days after said deduction to the Treasurer of the Association.

E. The Association is to be responsible for all phases of enrollment; that includes receipt, distribution, processing and return of applications to the respective organizations including an annual listing of current membership.

F. The Association is to be responsible for the establishment of a biweekly deduction amount that prevails at the same rate for twenty-four (24) pay periods, to begin with the first (1st) payroll in October.

G. The Association will be responsible for refunding over-collection or collection of under deductions for dues to and/or from members of the Association who may leave or enter the system after deductions have started.

H. Each employee who was on dues deduction for the previous school year shall continue automatically for the next school year, except that employees may cancel this authorization in writing, filed with the Association and a copy to the business office, during the last week of August and the first week of September of the year in which the cancellation becomes effective.

I. The Association agrees to indemnify and hold the Town, the Board and its agents and employees, jointly and severally and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorneys' fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to the collection of Association dues.

ARTICLE 10

Miscellaneous Provisions

A. If any provision of this Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provisions or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and affect. It is mutually agreed that either party may require bargaining over replacement language for any provision declared contrary to law.

B. Any individual contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract and the terms of this Agreement are inconsistent, this Agreement during

its lifetime, shall be controlling.

C. Except as otherwise provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation and management of schools, and the control, supervision and direction of the certified staff are vested exclusively in the Board.

D. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to provisions of this Agreement, such notices shall be given as follows:

1. If by the Association, to the Board and copy to the Superintendent.
2. If by the Board, to the Association in care of the President.

E. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no additional negotiations on this Agreement shall be conducted on any item whether contained herein or not. It is agreed that this provision shall not apply to any required impact bargaining as a result of a change in educational policy.

F. Whenever any employee is mutually scheduled by the Board and the party or parties involved to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.

G. Should the State of Maine cease to pay, or reduce, the \$3,000.00 stipend for National Board Certification, the Board will ensure that the employee received up to \$3,000.00 per year for this certification, for the length of the contract.

ARTICLE 11

Professional Development

A. It is agreed that each employee shall undertake a program of professional study designed to increase his/her professional growth. This study may be in the form of approved courses, independent study, or other activities as approved by his/her support system and may also include conferences, workshops, and professional observations/visits to other schools that are approved in advance by the Superintendent/designee.

B. Employees are expected to schedule their university courses at times that will not interfere with their professional obligations; however, employees can apply in advance for approval of a professional day with pay to the superintendent/designee for conferences, workshops, and professional observations/visits to other schools.

C. Payment or reimbursement of the cost to enroll/participate will be made only for approved study that is part of a graduate program, necessary for an employee's professional recertification, or professional growth.

D. Employees will be provided a course pre-approval form at the start of each school year with an explanation of the process for seeking approval for payment for courses. All employees intending to take courses will submit a course enrollment plan for the following school year by January 30th. By November 1st of their first year of employment as an employee in Scarborough, all employees intending to take courses that year will submit a course enrollment plan for the school year or, if they are already matriculated in a graduate program upon hire they shall submit a reimbursement request form, if they wish to be reimbursed at the end of the school year for a course that they complete that year as provided below in this article. Employees changing their plans will give written notice to the administration as early as possible. When courses are pre-approved in accordance with the provisions of this article, the Board will make payment directly to the educational institution for tuition up to the amount reimbursable under this article. The employee will be responsible for paying any remaining balance. Should an employee fail to successfully complete the course and receive the minimum grade required by this Article, the Board will recover the amount of tuition it has paid by payroll deduction on a schedule that ensures the full amount will be recovered by June 30 of the year following the contract year in which the course was scheduled to be taken. If an employee's employment terminates for any reason before the full amount is recovered, the remaining balance may be deducted from any paychecks due after termination.

E. The Board will pay tuition on behalf of an Employee for up to nine (9) graduate credit hours per contract year at the actual cost of the credit hours not to exceed the cost of nine (9) University of Southern Maine graduate credit hours. Payment for an additional three credits beyond this limit will be made based upon an individual plan agreed to between the individual employee and the Superintendent before January 30 of the previous school year. The Board will recover pre-paid tuition if the teacher fails to complete the course, withdraws from the course, fails to receive a grade of A or B for courses in which a grade is given, or a grade of pass in a pass-fail course. Employees matriculated in a pre-approved graduate degree program will be eligible for tuition payment for credits beyond twelve only if they are required to take more during the school year.

F. Tuition payment in total will be limited to the total amount budgeted for course reimbursement in any one budget year. Preference will be given to graduate level courses that move staff through the salary matrix, and to courses that are required for certification or recertification.

G. Part-time employees will receive a pro rata benefit subject to the above conditions and requirements, e.g., $\frac{1}{2}$ time = 4.5 credits, etc.

H. Successful completion of courses approved by the Superintendent which comply with the requirements of the certification law but do not necessarily constitute a university approved program would be reimbursed at the actual rate, not to exceed the U.S.M. credit hour rate for each three (3) credits, once in each five (5) year period.

I. All courses must be approved prior to student registration by the Superintendent on forms available at the Superintendent's Office. If said approval is not procured, no reimbursement will be given.

J. If courses are not taken on a university approved program, they must be approved by the Superintendent to be eligible for tuition payment by the Board.

ARTICLE 12

Differential Compensation

The rubric in Appendix B will be used to determine extra-curricular activity stipends.

Points are totaled and represent a percentage of the Bachelor's base with zero years' experience (BA/BS-Step 1/Yrs Exp 0 - refer to salary schedule at Appendix A). It is agreed that for the duration of this agreement stipends will be the base salary of the Bachelor's base with zero years of experience for the year in which the stipend base is to be paid.

Each JV or assistant high school coach will receive a stipend equivalent to 50% of the Head Coach stipend; freshmen coaches receive 40%; middle school head coaches receive 35%, and middle school assistant coaches will receive 25%.

Experience awarded for comparable experience within the district, applies for all coaches and advisors. Non-Scarborough comparable experience would be counted as a 2:1 ratio. Experience levels are as follows:

		High School	Middle School/Wentworth
0 years	Step 1	\$0	\$0
1 -3 years	Step 2	\$150	\$50
4 - 6 years	Step 3	\$300	\$100
7 -9 years	Step 4	\$450	\$150
10-14 years	Step 5	\$600	\$200
15 + years	Step 6	\$750	\$250

Each step after step 1 results in a \$50 increase for intermediate and middle school level coaches/advisors and a \$150 increase for high school level coaches/advisors.

When a sanctioned school activity advances to a SMAA or MPA post-season competition, the head advisor of the activity and any related activity (for example, cheering or pep band) shall be compensated an additional 1% of the base.

ARTICLE 13

Seniority/ Layoff_

A. This article does not apply to probationary employees (including rehired retirees) who are

not re-employed for the following contract year.

B. Seniority

1. Seniority shall mean an employee's length of continuous service within the Scarborough School Department based on the date they signed their first individual faculty contract. When two or more employees have the same date of hire, the employee having the longest total professional experience shall be listed first.

2. Continuous service shall not be broken by approved leaves of absence, but it shall be broken by voluntary resignation, retirement, dismissal or non-renewal.

3. The Superintendent shall annually provide the Association, and post on the Department's internal website, a listing of all employees covered by this Agreement with each employee's date of hire, impact area and seniority by September 30th.

4. The Association shall notify the Superintendent of any disagreements with the seniority list within thirty (30) calendar days of submission or it shall remain as submitted until the next list is published the following September. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this thirty (30) calendar day review period will be made only by mutual agreement of the Superintendent and the Association.

C. Lay-off

1. If the Board is contemplating the elimination of bargaining unit position(s), the Superintendent shall notify the Association in writing. The Superintendent shall meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit position(s).

2. A decision by the Board to eliminate any bargaining unit position(s) shall not be subject to the grievance procedure or arbitration.

3. In the event that the Board decides to eliminate any bargaining unit position(s), the Superintendent shall notify the Association in writing of the position(s) to be eliminated.

D. RIF Points

Employees shall be selected for layoff within their particular impact area based on the following criteria and points based on a maximum possible total of 100 points:

1. Seniority/years of continuous experience in the Scarborough School Department: (25 points maximum)

One point for every year of continuous service up to twenty-five years.

2. Total years of professional experience: 1 point for every year of service up to twenty-five years. (25 points maximum)
3. Each current endorsement: five points for the first endorsement or ten points for two or more additional endorsements. (10 points maximum)
4. Current National Board Certification: 10 points
5. Academic Preparation: (25 points maximum)

Bachelor's degree – 5 points
 Bachelor's degree +15 - 10 points
 Master's degree - 15 points
 Master's degree +15 – 20 points
 Master's degree +30 – 25 points

6. Evaluation: 5 points for rating of effective

E. The following impact areas will be used:

1. Classroom teachers: K-6
2. 7-12 teachers by department: Math, Science, Social Studies, English
3. Specialists grouped K-12: Art, Music, Physical Education, Health, Technology, Guidance Counselors, Library/Media Specialists, Latin, Spanish, French, ELL, Social Workers, Speech Therapists, Occupational Therapists, Physical Therapists, Nurses
4. Special Education grouped K-8 and 7-12 (certificate)
 Note: Tech Integrators and Gifted and Talented teachers will be listed in their original impact area.

F. An employee who is laid off shall receive notice as required by law. A copy of the layoff notice shall be simultaneously sent to the Association.

G. Recall

1. In the event of a layoff, the Board shall establish a recall list indicating each employee's impact area and effective date of layoff. Employees will have the right of first refusal to any available position within their impact area for which they are qualified in inverse order of layoff.

2. Employees shall remain on the recall list for twenty-four (24) months from the effective date of layoff or until they have either refused an offer of an equivalent position from the Board or have signed a contract elsewhere for an equivalent position. It is the responsibility of employees to inform the Superintendent in writing of changes in job status and to furnish the Superintendent with a current mailing address. The Board shall send offers of recall by registered mail, return receipt, to the employee's last known address. Employees shall respond personally by registered mail postmarked not later than ten (10) calendar days from the date of receipt of the offer from the Board. Failure to respond shall be considered a refusal of the offer.

3. Employees who have been laid off may participate in the Scarborough School Department's health insurance plan as provided by COBRA.
4. Should re-employment occur within the twenty-four (24) month recall period, unused accumulated sick leave shall be restored and the employee shall be placed on the next step on the salary scale from the one he/she was on at the time of layoff.
5. Upon being recalled to a position, an employee will be reinstated with the same seniority, placement on the wage scale, and all other accumulated benefits as of the time of layoff, including unused accumulated sick leave and credits toward sabbatical eligibility.

ARTICLE 14

Employment Of Rehired Retired Teachers

- A. A rehired retired teacher is defined as any teacher who was eligible to retire, who retired and severed employment, who is receiving retirement benefits from the Maine Public Employees Retirement System (MainePERS), and has returned to teaching pursuant to applicable Maine law and regulations.
- B. Any retired teacher hired by the Board shall be hired as a probationary teacher pursuant to 20-A M.R.S.A. § 13201. The terms and conditions of this Agreement pertaining to probationary teachers shall be controlling.
- C. The teacher shall be placed on the salary schedule based on experience and education as determined by the Superintendent per Article 4.
- D. The teacher's seniority date, for the purpose other than the salary schedule referred to in paragraph C, shall be based on continuous employment with the Board as of the most recent date of hire. In the event of a reduction in force, the teacher's seniority date shall be determined by the most recent date of hire. No RIF points will be given for previous service or endorsements.
- E. If the teacher was previously employed by the Board, there shall be no entitlement to any previous benefit accruals, including, but not limited to: sick leave, sick bank, eligibility for other leaves, course reimbursement, severance benefits, and no credit for previous experience shall be given.
- F. The teacher may participate in the insurance programs offered in Article 5, except that they may not receive cash in lieu if they are eligible for Medicare coverage.
- G. If the teacher is employed less than full time, the teacher's salary and benefits (other than the insurance benefits discussed above) shall be prorated.
- H. All other terms and conditions of this Agreement shall, to the extent applicable, be controlling.

I. Notwithstanding the above, any teacher who retired from teaching and is subsequently hired or rehired by the Board may only be employed in a bargaining unit position in accordance with 5 MRSA Sec. 17859.

ARTICLE 15

Grievance Procedure_

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which from time to time may arise concerning the meaning or application of the specific terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. A "grievance" is a dispute between the parties with respect to the meaning or application of the specific term of this agreement.

2. An "aggrieved person" is the person or persons, or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and a person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean working school days. Between the end of the school year and the beginning of the next school year, days shall refer to regular weekdays, Monday through Friday, excluding legal holidays.

5. "Employee" shall refer to all employees covered by this agreement.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

3. Grievances to be considered under the procedures provided for in this Article must be filed within thirty (30) days after the event occurs which is alleged to have given rise to the grievance. A grievance must be filed and appealed within the time limit established in each step of the procedures set forth, or it shall be waived.

4. Time is of the essence in the filing and processing of all grievances under this Article. No arbitrator shall have the authority to waive, amend, modify, or adjust the time requirements set forth in this Article.

D. Level One - Informal Procedure

1. If an employee feels that they may have a grievance, the employee shall first discuss the matter with their principal in an effort to resolve the problem informally. The employee shall have the right to have an Association Representative assist them in efforts to resolve the problem informally with the principal.

E. Level Two - Formal Procedure

1. Administrator - Step 1

a. Within seven (7) days of the receipt of the decision at the informal step or the date on which it was first due, whichever is earlier, if the aggrieved person is not satisfied with the disposition of their grievance at Level One, they may file the grievance with their appropriate administrator for the purpose of reviewing the Grievance. The administrator shall within five (5) days meet with the grievant and their representative and within five (5) days of said meeting render their decision and the reason therefore in writing to the aggrieved person with a copy to the Association.

2. Superintendent - Step 2

a. Within seven (7) days of the receipt of the decision at step one (1) or the date on which it was first due, whichever is earlier, if the aggrieved person is not satisfied with the disposition of their grievance by the appropriate administrator, they may file the grievance for appeal to the Superintendent. The Superintendent shall within five (5) days meet with the grievant and their representative and within five (5) days of said meeting render their decision and the reason therefore in writing the aggrieved person with a copy to the Association.

3. Board - Step 3

a. Within seven (7) days of the receipt of the decision at step two (2) or the date on which it was first due, whichever is earlier, if the aggrieved person is not satisfied with the disposition of their grievance by the Superintendent, they may file the grievance with the Board with a copy to the Association. The Board shall hear the grievant and/or the Association at the next regularly scheduled Board meeting and shall submit a written answer to the grievance to the grievant and the Association within fifteen (15) days after the meeting.

4. Arbitration - Step 4

a. If the aggrieved person is not satisfied with the disposition of their grievance at Step 3, they may request in writing to the President of the Association within five (5) days of receipt of the Board's decision, that their grievance be submitted to arbitration. The Association may, within ten (10) days after receipt of the Board's decision, submit the grievance to arbitration by notifying the Board in writing and referring the grievance in writing to a single arbitrator jointly selected by the parties to this Agreement. If the parties are unable to agree upon an arbitrator within ten (10) days, either party may request of the American Arbitration Association or the Labor Relations Connection resolution by a single arbitrator in accordance with the procedures, rules and regulations of that organization.

b. The arbitrator shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior meetings, and shall call upon parties in interest as she/he shall deem requisite.

c. The arbitrator shall, within thirty (30) days after hearing, render their decision in writing to all parties in interest, setting forth their findings of fact, reasoning, and conclusion 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 is violative of the terms of this Agreement or which interferes with the statutory duties of the Board. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. Decisions of the arbitrator pertaining to this Agreement shall be submitted to the Board and the Association and shall be binding on both parties, subject to judicial review.

d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Employees to Representation

1. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reasons of such participation.

2. Any party in interest may be represented by a person of their own choosing at all levels of the grievance procedure. When an employee is not represented by the Association, the Association shall have the right to be present and state its view at all stages of the procedure.

G. Miscellaneous

1. All documents, communications, and records resulting from the processing of a grievance shall be filed in the personnel files of the participants, unless the affected employee requests otherwise.

2. The form for filing and processing grievances is attached as Appendix E.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected Association representative, heretofore referred to in this grievance procedure.

4. If, in the judgment of the Association's, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two. All members of the class known to the Association at the time shall be named.

5. All grievance appeals must be responsive to the answer at the previous step.

6. A grievance shall be initiated at the lowest level at which a remedy can be granted.

7. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs of having such transcript made.

ARTICLE 16

Duration of Agreement

A. This Agreement shall be effective as of September 1, 2022, or the day that it is fully signed, whichever is later, and shall continue in effect until August 31, 2025, except that salary increases will be paid retroactively to September 1, 2022. Retroactive salary increases to September 1, 2022 shall be made only for teachers currently employed by the Board as of the date the contract is signed. Other provisions of this Agreement will be effective after it is fully signed.

B. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and if ratified by the bargaining unit and approved by the Board, duly signed and made a part hereof. No amendment to this Agreement shall be made except by voluntary mutual agreement in writing.

C. The parties recognize that the statutes, Title 26, MRSA, Chapter 9-A, prohibits bargaining of educational policy, but that the Maine Labor Relations Board has determined that the Board has the obligation to bargain the impact of any change in educational policy. The Board agrees to bargain the impact of any change in the educational policies adopted by the Board.

D. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective President and Chairman.

For the SCARBOROUGH BOARD OF EDUCATION



Its Chairman

Oct. 28, 2022

Date

“ ”

“ ”

Its Chief Negotiator

Date

For the SCARBOROUGH EDUCATION ASSOCIATION



Its President

Oct. 27, 2022

Date

“ ”

“ ”

Its Chief Negotiator

Date

Lead Teachers /Department Chairs Committee_

The parties agree to form a committee during the first year of the contract to examine the responsibilities of faculty leaders (lead teachers, department heads, etc.) and create a rubric for such stipended positions. The committee will be co-chaired by the Superintendent and the Association President or either of their designee(s). It will also include two (2) people appointed by the Board and two (2) appointed by the Association.

Special Education Case Management Committee

The parties agree to form a committee during the first year of the contract to examine and find solutions to the additional responsibilities of Special Education Case Managers beyond that of other teachers within this Collective Bargaining Unit. The committee will be co-chaired by the Superintendent and the Association President or either of their designee(s). It will also include three (3) people appointed by the Board and three (3) appointed by the Association.

Forms Committee

The parties agree to form a committee during the first year of the contract to examine the purpose of district forms and reduce redundant and/or obsolete ones; both online and hardcopy. The committee will be co-chaired by the Superintendent and the Association President or either of their designee(s). It will also include two (2) people appointed by the Board and two (2) appointed by the Association.

APPENDIX A - SALARIES

Step	Yrs	2022-23					2023-24					2024-25				
		BA	BA+15	MA	MA+15	MA +30	BA	BA+15	MA	MA+15	MA +30	BA	BA+15	MA	MA+15	MA +30
1	0	\$44,731	\$46,699	\$48,707	\$50,753	\$52,834	\$46,744	\$48,800	\$50,899	\$53,037	\$55,212	\$48,146	\$50,264	\$52,426	\$54,628	\$56,868
2	1	\$46,654	\$48,661	\$50,704	\$52,783	\$54,894	\$48,753	\$50,851	\$52,986	\$55,158	\$57,364	\$50,216	\$52,377	\$54,576	\$56,813	\$59,085
3	2	\$48,567	\$50,607	\$52,682	\$54,789	\$56,925	\$50,753	\$52,884	\$55,053	\$57,255	\$59,487	\$52,276	\$54,471	\$56,705	\$58,973	\$61,272
4	3	\$50,461	\$52,530	\$54,631	\$56,761	\$58,918	\$52,732	\$54,894	\$57,089	\$59,315	\$61,569	\$54,314	\$56,541	\$58,802	\$61,094	\$63,416
5	4	\$52,328	\$54,421	\$56,543	\$58,691	\$60,862	\$54,683	\$56,870	\$59,087	\$61,332	\$63,601	\$56,323	\$58,576	\$60,860	\$63,172	\$65,509
6	5	\$54,579	\$56,707	\$58,861	\$61,039	\$63,236	\$57,035	\$59,259	\$61,510	\$63,786	\$66,082	\$58,746	\$61,037	\$63,355	\$65,700	\$68,064
7	6	\$56,816	\$58,975	\$61,157	\$63,358	\$65,575	\$59,373	\$61,629	\$63,909	\$66,209	\$68,526	\$61,154	\$63,478	\$65,826	\$68,195	\$70,582
8	7	\$59,032	\$61,216	\$63,420	\$65,639	\$67,871	\$61,688	\$63,971	\$66,274	\$68,593	\$70,925	\$63,539	\$65,890	\$68,262	\$70,651	\$73,053
9	8	\$61,216	\$63,420	\$65,639	\$67,871	\$70,110	\$63,971	\$66,274	\$68,593	\$70,925	\$73,265	\$65,890	\$68,262	\$70,651	\$73,053	\$75,463
10	9	\$63,359	\$65,576	\$67,805	\$70,043	\$72,284	\$66,210	\$68,527	\$70,856	\$73,195	\$75,537	\$68,196	\$70,583	\$72,982	\$75,391	\$77,803
11	10	\$65,450	\$67,675	\$69,907	\$72,144	\$74,380	\$68,395	\$70,720	\$73,053	\$75,390	\$77,727	\$70,447	\$72,842	\$75,245	\$77,652	\$80,059
12	11	\$67,479	\$69,705	\$71,935	\$74,164	\$76,388	\$70,516	\$72,842	\$75,172	\$77,501	\$79,825	\$72,631	\$75,027	\$77,427	\$79,826	\$82,220
13	12	\$69,436	\$71,657	\$73,877	\$76,092	\$78,298	\$72,561	\$74,882	\$77,201	\$79,516	\$81,821	\$74,738	\$77,128	\$79,517	\$81,901	\$84,276
14	13	\$71,310	\$73,520	\$75,724	\$77,918	\$80,099	\$74,519	\$76,828	\$79,132	\$81,424	\$83,703	\$76,755	\$79,133	\$81,506	\$83,867	\$86,214
15	14	\$73,093	\$75,284	\$77,466	\$79,633	\$81,781	\$76,382	\$78,672	\$80,952	\$83,216	\$85,461	\$78,673	\$81,032	\$83,381	\$85,712	\$88,025
16	15	\$74,774	\$76,940	\$79,092	\$81,225	\$83,335	\$78,139	\$80,402	\$82,651	\$84,880	\$87,085	\$80,483	\$82,814	\$85,131	\$87,426	\$89,698
17	16	\$75,148	\$77,325	\$79,488	\$81,631	\$83,751	\$78,530	\$80,805	\$83,065	\$85,304	\$87,520	\$80,886	\$83,229	\$85,557	\$87,863	\$90,146
18	17	\$75,524	\$77,712	\$79,885	\$82,040	\$84,170	\$78,923	\$81,209	\$83,480	\$85,732	\$87,958	\$81,291	\$83,645	\$85,984	\$88,304	\$90,597
19	18	\$75,901	\$78,100	\$80,285	\$82,450	\$84,591	\$79,317	\$81,615	\$83,898	\$86,160	\$88,398	\$81,697	\$84,063	\$86,415	\$88,745	\$91,050
20	19	\$76,281	\$78,491	\$80,686	\$82,862	\$85,014	\$79,714	\$82,023	\$84,317	\$86,591	\$88,840	\$82,105	\$84,484	\$86,847	\$89,189	\$91,505
21	20	\$76,662	\$78,883	\$81,090	\$83,276	\$85,439	\$80,112	\$82,433	\$84,739	\$87,023	\$89,284	\$82,515	\$84,906	\$87,281	\$89,634	\$91,963
22	21	\$77,046	\$79,278	\$81,495	\$83,693	\$85,866	\$80,513	\$82,846	\$85,162	\$87,459	\$89,730	\$82,928	\$85,331	\$87,717	\$90,083	\$92,422
23	22	\$77,431	\$79,674	\$81,902	\$84,111	\$86,296	\$80,915	\$83,259	\$85,588	\$87,896	\$90,179	\$83,342	\$85,757	\$88,156	\$90,533	\$92,884
24	23	\$77,818	\$80,072	\$82,312	\$84,532	\$86,727	\$81,320	\$83,675	\$86,016	\$88,336	\$90,630	\$83,760	\$86,185	\$88,596	\$90,986	\$93,349
25	24	\$78,207	\$80,473	\$82,724	\$84,954	\$87,161	\$81,726	\$84,094	\$86,447	\$88,777	\$91,083	\$84,178	\$86,617	\$89,040	\$91,440	\$93,815
26	25	\$78,598	\$80,875	\$83,137	\$85,379	\$87,596	\$82,135	\$84,514	\$86,878	\$89,221	\$91,538	\$84,599	\$87,049	\$89,484	\$91,898	\$94,284

APPENDIX B - STIPENDS

Stipend Rubric

A. Time (8 points)

Reflects the number of hours, as specified by the MPA season limitations, beginning with the first week that organization starts and ending with the last week in which all job responsibilities are met (i.e.: turning in of collected uniforms; proper storage of all equipment, etc.). Time spent shall include: practices/rehearsals, games/performances, travel, meetings, fundraising, etc.

Hours:	0 to 40	1 point
	41 to 80	2 points
	81 to 120	3 points
	121 to 160	4 points
	161 to 200	5 points
	201 to 240	6 points
	241 to 260	7 points
	262 +	8 points

B. Number of Participants (6 points)

Reflects the number of students participating in the activity that a coach/director/advisor/etc. is responsible for at any time during the season. Head/Varsity Coaches assumes responsibility for all participants within their respective school. For example, a Varsity Head Coach will be responsible for Varsity, JV, and Freshman participants.

Participants:	0 to 10	1 point
	11 to 20	2 points
	21 to 30	3 points
	31 to 40	4 points
	41 to 50	5 points
	51 +	6 points

C. Management (2 points)

Reflects the responsibility of equipment management, scheduling, developing budgetary requests, communication with state and/or national organizations, and record keeping.

.5 points	-equipment management for an activity involving 0 to 10 students -schedules 1 to 2 activities beyond those arranged by administration -no budgetary requirements -no communications with state and/or national organization
-----------	--

- optional record-keeping
- 1 point
 - equipment management for an activity involving 11 to 20 students
 - schedules 3 to 4 activities beyond those arranged by administration
 - minimal involvement in creating budget
 - no communications with state and/or national organization
 - minimal required record-keeping
- 1.5 points
 - equipment management for an activity involving 21 to 30 students
 - schedules 5 or more activities beyond those arranged by administration
 - part of budget creation
 - some communications with local, state, and/or national organization
 - detailed required record-keeping
- 2 points
 - equipment management for an activity involving 31 or more students
 - schedules 5 or more activities beyond those arranged by administration
 - responsible for budget creation
 - numerous and regular communications with state and/or national organization
 - detailed required record-keeping

D. Liability Risk (2 points)

Reflects the inherent danger of a participant's danger of personal injury associated with the sport or activity. The coach/director/advisor has to educate participants in proper techniques to ensure safety, correct use of equipment, facility care, etc.

- .5 points
 - no physical contact activity (ex: student council)
 - no risk of injury as a result of the activity
- 1 point
 - typically no physical contact activity (track, theater)
 - some risk of injury (pulled muscles, strains)
- 1.5 points
 - expected physical contact activity (soccer, basketball)
 - moderate risk of injury (concussions, fractures)
- 2 points
 - expected physical collision activity (hockey, football)
 - high risk of injury (broken bones, paralysis)

E. Staff Supervision (2 points)

Reflects the supervisory responsibilities of a coach/director/advisor as related to the efficient running of the activity. Supervisory is defined as coordinating with adults in paid positions within the program (i.e., varsity coach supervises JV coach; co-advisors of a club supervise each other).

- .5 points -one or no assistants to supervise and/or coordinate with
- 1 point -two assistants supervise and/or coordinate with
- 1.5 points -three assistants to supervise and/or coordinate with
- 2 points -four assistants to supervise and/or coordinate with

The maximum amount of points obtainable on this rubric is 20 points.

The total points for each stipended activity translates to a percentage of the BA/BS base salary. For example, 18 total points would equal 18%.

APPENDIX C –ADDITIONAL PERSONAL LEAVE REQUEST FORM
Scarborough Public Schools

Introduction: In an effort to balance a need to protect instructional time, maintain efficient operations and accommodate personal business needs of employees, the following guidelines will apply:

- Requests for personal leave need to be made to the principal at least three (3) days in advance (unless waived by mutual agreement);
- The number of employees that may be on personal leave on any one day may be limited as per the bargaining agreement.

Name: _____

Date: _____

School: _____

Position: _____

_____ **Personal Leave falls under the definition of:**

Legitimate and necessary personal business	Religious holiday
Emergency household business	Legal or business matter
Emergency family business	

_____ **Other** – I am requesting this day for other reasons. I understand that this day is granted at the discretion of the Superintendent, and that I may be asked by Administration to give an explanation for the personal time.

Date(s) Requested: _____

Is a substitute required [] Yes [] No If Yes, for what hours do you need coverage? _____

This is my _____ request for personal leave this year.

For Office Use Only:

_____ Denied – Due to allotted building personal days have been granted.

_____ I would like to appeal to the Superintendent.

_____ Denied

Approvals:

Building Level: [] Approved [] Not Approved

Signature

Date

Central Office: [] Approved [] Not Approved

Signature

Date

For Office Use Only:

[] Copy issued to requester

[] Copy issued to Building Principal/Department Manager

[] Copy issued to Special Education Director (SpEd Staff Only)

APPENDIX D – REQUEST FOR SICK LEAVE BANK
Scarborough School Department
Request for Sick Leave Bank
SCARBOROUGH SCHOOL DEPARTMENT SICK LEAVE BANK
CERTIFICATION

Certification of Health Care Provider for
Employee's Prolonged Illness

A. FOR COMPLETION BY THE SCHOOL DEPARTMENT:

Employee name: _____

Employee's job title: _____

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

B. INSTRUCTIONS TO THE EMPLOYEE: You must give this form to your health care provider to complete so that you can return it to the Superintendent's Office prior to accessing the sick leave bank. It is important for you to return the form yourself. Do not request your health care provider to send the form directly to the Superintendent's Office.

C. INSTRUCTIONS TO THE HEALTH CARE PROVIDER: Your patient has requested leave from the school department's sick leave bank for a "prolonged illness" which makes your patient "unable to return to work." Please answer, fully and completely, all applicable parts of this form. Several questions seek a response as to the duration of a condition or treatment. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Please be as specific as you can and limit your responses to the condition for which the employee is seeking sick leave bank coverage. Please be sure to sign and date the form on the second page, and return it directly to the patient. Thank you.

Provider's name and business address: _____

Type of practice/medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

Part 1: Medical Facts

1. Approximate date condition commenced: _____

2. Probable duration of condition: _____

3. Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility? ___ NO ___ YES
If so, date of admission: _____
4. Date(s) you treated the patient for condition: _____
How often will the patient need to have treatment visits due to the condition?

5. Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ___ NO ___ YES If so, state the nature of such treatments and expected duration of treatment:

6. Is the employee unable to perform any of his/her job functions due to the condition: ___ NO ___ YES If so, identify the job functions the employee with reasonable accommodations is unable to perform:

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

Part 2: Amount of Leave Needed

Please estimate the beginning and ending dates for the period of incapacity:

Part 3: Additional Information (include question number, if applicable):

Part 4: Certification

As a medical or health care provider with the knowledge necessary to make this determination, it is my opinion that the above employee has a prolonged illness which makes him/her unable to return to work as set forth above.

Signature of Health Care Provider

Date

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

APPENDIX E - GRIEVANCE FORM

Grievant(s):

School(s):

Grievance Representative(s):

Date of Occurrence:

Article(s) and Section(s) of Agreement Violated:

Statement of grievance (including date of acts or omissions complained of):

Remedy sought:

I (we) will be represented in this grievance by: (check one)

Association Myself Ourselves

Association grievance representative's signature: _____
(If the Association is representing the grievant(s), an Association representative must sign here.)

The grievance was filed with the office of _____

on _____ by (check one): mail personal delivery

Signature(s) of grievant(s): _____ Date _____
_____ Date _____
_____ Date _____

