

**A COMPREHENSIVE CONTRACT**  
**BETWEEN THE**  
**AUGUSTA BOARD OF EDUCATION**  
**AND THE**  
**AUGUSTA EDUCATION ASSOCIATION**  
**AUGUSTA, MAINE**  
**2023-2025**

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**PREAMBLE**

This agreement has been entered into by and between the Augusta Education Association (hereinafter called the "Association") and the Board of Education (hereinafter called the "Board") of the City of Augusta, Maine.

**WITNESSETH**

WHEREAS, the Board and the Association both recognize that providing a quality education for the children of the Augusta Public Schools is a mutual aim; and

WHEREAS, the Board and the Association agree that the image, and therefore the support, of public education in the community is affected by the personal life, habits and attitudes of all persons associated with the schools; and

WHEREAS, the Board and the Association recognize that the teachers' primary responsibility is to teach, and that the teachers' energies should be utilized to this end, the Board agrees to make every effort to reduce the non-teaching duty load for teachers so that they shall have more time to devote to teaching activities; and

WHEREAS, it is the vested right and responsibility of the Board to formulate policies and programs and that the members of the teaching profession are particularly qualified as consultants with respect to policies and programs designed to improve education standards; and

WHEREAS, the Board has a statutory obligation, pursuant to the Municipal Public Employees Labor Relations Law under Chapter 9-A, Title 26, as amended, State of Maine, to confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration and, in particular, excepting the obligation to negotiate educational policies; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement; In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1 - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining agent, as defined in 26 M.R.S.A. Section 962, for the entire group of certified professional teachers, certified educational specialists (such as literacy specialists, guidance counselors, library/media specialists, and speech and language clinicians), preschool teachers, nurses, pathologists, and social workers (LCPC).
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement, shall refer to all employees in the bargaining unit as defined in Paragraph A.
- C. This contract constitutes a binding agreement between the Augusta Education Association and the Augusta Board of Education. For the term of said agreement, the parties shall carry out the commitments contained herein and give them full force and effect.
- D. Any individual contract between the board and an individual teacher shall be subject to and consistent with the terms and conditions of this agreement.

**ARTICLE 2 - NEGOTIATIONS PROCEDURE**

The Board shall meet with the Association for the purposes of collective bargaining in accordance with Chapter 9-A of Title 26, as amended.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- A. Except as otherwise expressly limited by a specific written term of this agreement, the Board hereby retains without limitation all of its rights and powers pursuant to Maine law. The Board shall further have the right to act through such designated representative or agent as it may chose in any instance governed by this agreement.
- B. The Board shall have the right to promulgate and enforce at any time any written or oral rules or regulations it considers necessary for the safe, effective and efficient operation of the schools, so long as they are not inconsistent with the specific written terms of this agreement.

- C. The Association recognizes that volunteer organizations and individuals may perform services in the schools that are a valuable and necessary contribution to the operation of the schools. The Board shall have the right to avail itself of such services so long as the normal scheduled hours of employees are not reduced as a result.

#### **ARTICLE 4 – UNION SECURITY**

All employees in the bargaining unit shall have the right to join or to refrain from joining the Association. No employee in the bargaining unit shall be favored or discriminated against by the Board or by the Association because of an employee's membership or non-membership in the Association. The Board agrees to treat, and the Association agrees to represent, all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys promptly to said associations.

The Association shall certify to the Board in writing the current rate of local, state and national member dues. In the event any association changes the rate of its membership dues, the local association shall give the Board and its membership written notice prior to the effective date of such change.

#### **ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Augusta Education Association and the Augusta Board of Education recognize the need for continuing professional improvement and agree to cooperatively strive towards this goal.

The Board agrees to furnish to the Association, in response to a reasonable and specific request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, agendas and meetings of all teachers.

The Association President shall be given due notice by the Secretary of the Board of Education in regard to all meetings of the Board of Education.

It is the intent of this statement to include all committee meetings for which written notices have been distributed to Board members. AEA representation shall be permitted at Board of Education committee meetings at the discretion of the respective committee chairpersons.

- B. Association business shall be permitted to be transacted on school property provided such transaction does not infringe upon the teaching responsibilities of staff members, or upon normal operations.

Association communications shall be transacted through the faculty representative, or in the absence of such person, a teacher.

- C. The Association and its representatives shall have the right to use school buildings for meetings, subject to approval by the principal of the building in question. Such request shall be made in advance of the time and place of such proposed use, on forms found in the policy manual of the Board of Education.

- D. The Association shall have the right to use school facilities and equipment, including typewriters, copying or other duplicating equipment, calculating machines and all types of audio-visual equipment, subject to approval of the supervisor in charge of the equipment requested and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- E. The Association shall have in each building the right to use a bulletin board in each faculty lounge and teachers' dining room. The Association shall have the right to use the bulletin board in the central office for Association notices.

- F. The Association shall have the right to use email, inter-school mail facilities and school mail boxes as it deems necessary provided it does not conflict with or hinder the normal use of such facilities.

- G. The opening day workshop(s) program for staff members shall be a co-sponsored activity by the Board of Education, Administration, and AEA. The AEA will be obligated to assume a share of costs, as mutually agreed during the planning of such program(s).

- H. Release time with pay shall be granted to the President or the Vice President(s) for up to three (3) days for the purpose of investigating or adjudicating a formal grievance. Additional time, as necessary, may be granted by the Superintendent of Schools.
- I. Copies of this agreement shall be printed at the expense of the Board after the agreement is signed and presented to all teachers now employed or thereafter employed. A copy of the Comprehensive Contract shall be made available upon request to any teacher being offered a position in the Augusta School Department.
- J. Whenever any notice is required to be given by either of the parties to the agreement to the other, pursuant to the provisions(s) of this agreement:
  - 1. If by the Association, to the Board and a copy to the Superintendent;
  - 2. If by the Board, to the Association in care of the President. Maintenance of Standards: This agreement shall not be interpreted or applied to deprive teachers of professional advantage heretofore enjoyed unless expressly stated herein. If the duties of any teacher or the responsibilities of any position in the negotiated agreement are substantially altered, the Association will be notified.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **A. Purpose**

- 1. For the purpose of this agreement the following procedure is to secure at the lowest possible level, acceptable solutions to disagreements or disputes involving only an alleged specific and direct violation of expressed language or a specific provision of this agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this negotiated agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Augusta Education Association, provided the adjustment is not inconsistent with the terms of this negotiated agreement.
- 3. In a particular grievance, the Augusta Education Association, having been designated as representative for the teacher, is given reasonable opportunity to be present at any meeting of the parties called for resolution of such grievance.
- 4. If the principal, legal designee, or other administrator has no authority to award or deny the grievance the grievant/association may file the grievance at level 2.

### **B. Definitions**

- 1. A "grievance" is a claim made by a teacher or by the Association which is based on an event or condition where there is a disagreement or dispute as to the interpretation, meaning or application of any of the provisions of this agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 4. "Days" shall mean working school days.
- 5. "Teacher" shall be defined as follows: whenever the term "teacher" is used, unless otherwise expressly provided or clearly indicated by the context of this agreement, it shall refer to all professional employees defined as "professional employees" in Title 26, Chapter 9-A, Sec 962, Item 5, as amended. However, the word "teachers" shall not include (1) evening personnel while acting as such; (2) summer school personnel while acting as such; (3) personnel employed in a capacity which is not usually or typically associated with the regular school program while acting as such; (4) extracurricular program personnel while acting as such; and (5) those covered under the support unit contract.

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 written consent.
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.

D. **Informal Procedure**

1. If a teacher feels that he/she has a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. This discussion must take place within 25 days of the treatment, act or condition which is the basis of his/her grievance complaint.
2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have an Association representative within his/her area assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator within five (5) days.

E. **Formal Procedure**

Nothing in this Article denies the right of the employee to secure advice, counsel and representation from any person and/or the appropriate committee of the Augusta Education Association concerning the alleged grievance.

1. Level One - School Principal - or Legal Designee
  - a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance, in writing, to his/her principal, or legal designee, or other appropriate administrator within five (5) days of conclusion of informal procedures.
  - b. The principal or legal designee or appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person and the Association.
2. Level Two - Superintendent of Schools - Legal Designee
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, or within ten (10) days after his/her formal presentation, file his/her written grievance with the Superintendent of Schools.
  - b. The Superintendent or legal designee shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved person for the purpose of resolving the grievance.
  - c. The Superintendent shall, within ten (10) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved person and the Association.
3. Level Three - Board of Education
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, or within ten (10) days after the hearing, file the grievance for appeal to the Board of Education.
  - b. At no point prior to an official hearing or meeting of the School Board, at which time the grievance is being resolved, shall the employee concerned, or other employee, discuss with members of said School Board, or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance. The parties shall not intend this section to include the Superintendent, Assistant Superintendent or their legal designee.

c. The Board of Education shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person for the purpose of resolving the grievance.

d. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person and the Association.

4. Level Four - Impartial Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision, or within ten (10) days after the Board meeting, request in writing to the Association that his/her grievance be submitted to arbitration. The Association shall within five (5) days after receipt of such request, if the Association determines that the grievance is meritorious, submit the grievance to arbitration by so notifying the Board in writing.

b. The Chairperson of the Board and the President of the Association or representative of the aggrieved shall within five (5) days after such written notice meet and attempt to jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days following the meeting, they shall immediately request the American Arbitration Association to propose names of seven (7) arbitrators. Within five (5) days of receipt of the names of the proposed arbitrators, the parties shall meet to select a single arbitrator by alternately striking names from the list provided.

c. The arbitrator selected shall confer promptly with the representatives of both parties in interest, shall review the record of the prior hearings, and shall hold further hearings with the aggrieved person and other parties in interest, as he/she shall deem requisite.

d. The arbitrator shall, within thirty (30) days after his/her meeting with both parties, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which violates the Agreement. The decision of the arbitrator shall be submitted to both parties and shall be final and binding on the parties, subject only to judicial review.

e. The costs for the services of the arbitrator will be borne equally by both parties to the arbitration.

F. **Rights of Teachers to Representation**

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

G. **Miscellaneous**

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms, for filing and processing grievance and other necessary documents, shall be prepared by the Superintendent and made available to parties in interest, so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

**ARTICLE 7 – NO STRIKE**

In recognition of the provisions of Section 964, Chapter 9-A, Title 26, as amended, State of Maine, the Association agrees that during the term of the agreement neither it nor any of its agents will engage in illegal activities as specified in Section 964 of Chapter 9-A, Title 26, as amended. The individuals and/or the Association shall be held responsible for their own activities.



## ARTICLE 8 – DISCRIMINATION

The Augusta Education Association and the Augusta Board of Education recognize the need for an Affirmative Action plan for the Augusta School Department. There shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this agreement on the basis of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin.

## ARTICLE 9 - EMPLOYEE RIGHTS

- A. Whenever any teacher is required to appear before a Principal and/or Superintendent and/or Board on any matter involving discipline, the Teacher's terms of employment, salary and/or benefits of the teacher's employment, the teacher shall be given prior written notice of and the reasons for the meeting. The teacher shall be entitled to have a representative of the Association present to advise and represent him/her during the meeting.

Administrative leave of a teacher shall be with pay pending Board action with respect to the leave.

Each teacher accused of sub-standard performance shall be informed of the deficiency in written, specific terms and shall be given reasonable opportunity to correct the deficiency.

The Board agrees that personnel matters shall be discussed or considered only in private to the extent permitted by law, except where the unit member has given his/her consent.

- B. No continuing contract teacher shall be disciplined, non-renewed or dismissed without just cause
- C. Contracts of teachers covered by Stipend Salary Schedules B, C and/or D outlined in the comprehensive contract may be terminated during the term of said contract by mutual consent, or for cause.

Contracts of teachers covered by Stipend Salary Schedules B, C and/or D shall be issued for one year. Teachers covered by these salary schedules shall receive notice no later than thirty (30) days after the end of the season or school year, as appropriate, when their reappointment will not be recommended for the following season or school year. If a teacher receives such a contract for the same position for two or more consecutive years, and said contract is not recommended for renewal, the following steps shall be taken:

1. The immediate supervisor (i.e., athletic director, principal, etc.) shall give a reason(s) in writing, and the teacher shall have a right to a hearing, if requested within 30 days, before the Superintendent of Schools. The Superintendent shall be the final arbiter of such disputes.
2. The Superintendent shall notify, in writing, teachers holding contracts covered by Stipend Salary Schedules B, C and/or D at least seventy-two (72) hours prior to the Board meeting, when renewal, non-renewal or termination of his/her contract is to be considered.
3. The decision to renew or non-renew contracts held by teachers covered by Stipend Salary Schedules B, C, and/or D are final and non-grievable.

This provision shall not be construed as to make such non-renewals and/or recommendations for non-renewals a matter for just cause nor shall they be considered a reduction in rank and compensation.

Any rights conferred by this article apply only to those teachers of the Augusta School Department as defined in Article 6 B. 5.

Teachers in stipend positions, who cannot complete their duties in the judgement of their supervisor, shall not receive the stipend for the time they are not performing the work.

- D. Placement on the Salary Schedule

New hires with no experience shall be placed on Experience 0, Step 1. New hires with experience will be placed on the salary schedule commensurate with that of current employees with the same experience.

Specialists, i.e.; occupational therapist, physical therapist, speech-language pathologist social worker, psychological examiner and school nurse who have prior documented clinical experience for their specialist position shall be placed on the salary schedule with credit for such prior experience.

#### E. Extra-Curricular Compensation

1. Extra-Curricular, co-curricular and administrative stipend positions approved by the Augusta School Board will be rated by the Stipend Establishment and Review Committee (SERC). SERC will consist of two Board Members appointed by the School Board Chair, two members from the AEA appointed by the President, and the Superintendent or designee.
2. SERC will meet prior to negotiating a new contract for review of the Matrix.
3. Teachers serving as a mentor or on the Certification committee will be paid at the special project rate for the mandated number of hours stated by the Department of Education. Mentors will be paid for fifteen hours; Committee members will be paid up to 40 hours and the Chair for up to 50 hours.

#### F. Complaints and Investigations

1. The parties recognize that complaints made against a teacher need to be treated on an individual basis, taking into consideration the severity of the complaint, the due process interests of the teacher, the interest of the students, and the need to conduct a fair investigation.
2. Complaints against a teacher may be minor and can be resolved at the classroom or building level, or at times, the serious nature of the allegations in the complaint will require an investigation. The administration will decide on an individual basis whether the complaint shall be investigated.
3. When a complaint against a teacher is investigated, the administrator shall provide the teacher and the Association President with a letter containing:
  - a. A summary of the allegations;
  - b. The identity of the complainant (unless such disclosure is contrary to state or federal requirements);
  - c. A statement regarding the prohibition of retaliation against the complainant;
  - d. The right to representation at the investigation interview;
  - e. The time and place of the investigation interview.
4. At the conclusion of the investigation, the teacher and the Association shall be informed in writing of the outcome of the investigation.
5. Any investigation report shall be kept in an administrative file and it shall not be placed in the teacher's personnel file. The written summary of the outcome of the investigation shall only be included in the teacher's personnel file if the document contains disciplinary consequences for the teacher.

#### **ARTICLE 10 - TEACHING LOADS, TEACHING HOURS AND TEACHER MEETINGS**

- A. All teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.
- B. Teachers may leave the building during their duty-free lunch period with proper notification to the building principal(s).
- C. Teachers may leave the building only by the principal's permission during their scheduled preparation period(s).
- D. Teachers Workshops and Other Teacher Activities where teacher attendance at school is required at times

when students will not be in attendance:

- a. shall be limited to five (5) workshop days;
  - b. shall be limited to a period of not more than two (2) hours per calendar month, plus one additional two-hour mandatory meeting per year to be scheduled at the discretion of the building administrator or principal, and such meetings shall be held immediately following the latest pupil dismissal or at another mutually agreed time; and
  - c. shall not be scheduled for a particular calendar day without prior notification to the AEA;
  - d. when a building administrator or principal deems it necessary to call a faculty meeting to discuss building functions, said faculty meeting shall not be limited by this section of the contract. Attendance at such meetings will be voluntary unless such meetings are designated as an emergency meeting.
- E. Teachers shall receive one day of compensatory time for their availability to parents during each of the district scheduled parent/teacher conference weeks. It is understood that a minimum of five (5) hours is required to receive the district scheduled compensatory time.
- F. Teachers who attend more than twenty (20) hours per year for IEP meetings after normal school hours shall be compensated for each additional hour spent at IEP meetings up to a maximum of ten (10) hours at the special project rate. To be paid in one lump sum upon the accumulation of ten (10) hours or the end of the school year.
- G. The Board agrees to provide a minimum of two-hundred seventy (270) minutes per week of planning time for all elementary teachers. If a teacher is required by the Administration to cover another teacher's classroom, and as a result, the teacher does not get the minimum of two-hundred seventy (270) minutes per week, the teacher may at his/her option, makeup the missed planning time within the following week, outside of regular school hours, but on school premises. If the teacher makes up the missed planning time in the following week, the following conditions shall apply:
1. The teacher shall be paid at the *Special Project* hourly rate, per Article 22.
  2. The teacher shall report in writing to the Administration that he/she received less than two-hundred seventy (270) minutes of planning time;
  3. The teacher shall certify in writing to the Administration that he/she made up the planning time in the following week;
  4. Payment for made up planning time shall be made by rounding up or down the made-up time to the nearest fifteen (15) minute increments.

If it is determined by the Administration that lack of sufficient staffing or other exigent circumstances prevent the teacher from getting two-hundred seventy (270) minutes per week of planning time, the make-up provisions stated above shall apply.

Teachers who are unable to schedule minimum planning time due to student demand shall notify administration who shall work in good faith to seek to resolve the situation.

Teacher non-student time of less than fifteen (15) consecutive minutes shall not be considered planning time. How a teacher uses planning time is to be determined by the teacher. Administrative requested and/or required meetings are not an appropriate use of a teacher's planning time. Any change in teachers' planning time is subject to meet and consult and impact bargaining requirements under Maine law.

- H. Newly hired teachers shall be paid one-hundred fifty dollars (\$150) per day for two (2) scheduled days of orientation during the summer months, and time will be provided during orientation for preparing their classrooms.

#### **ARTICLE 11 – BENEFITS**

- A. The Board shall make the following contributions toward the cost of health insurance for full-time teachers (part-time and job-sharing teachers shall receive benefits in accordance with Article 27):

1. Upon the signing of this contract, the Board will pay one-hundred percent (100%) for single coverage under the Choice Plus, the Standard 500 and the Standard 1000 plans and seventy percent (70%) of the cost of two adult, adult with child and family coverage under each plan. The employee is responsible for the difference in cost between the Choice Plus Plan and the Standard Plan, if the employee chooses the Standard Plan.

This coverage shall be for a full twelve (12) month period. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

- B. For those who elect at the beginning of a school year, the Board will pay \$2500 in/additional compensation to teachers who decline health insurance coverage from the Board after they provide proof of coverage in another health plan not provided by the Board. The payment will be earned on a monthly basis and paid between June 1st and July 1st of each year less all applicable taxes, including state and federal withholding.
- C. Beginning September 1, 2021, a teacher is only eligible for Board contributions towards spousal coverage under a two-adult or family coverage if his/her spouse is not eligible for employer paid group health insurance coverage through his/her employer or, if self-employed, does not provide employer paid group health insurance for his or her employees. For purposes of this provision, "eligible" shall mean access to employer paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse's/employee's health insurance premiums. If the spouse has access to a health insurance plan that meets the above conditions and elect's compensation or another form of benefit in lieu of health coverage, the spouse shall be ineligible for Board contributions for spousal coverage.

Teachers requesting health coverage for a spouse are required to complete the certification form attached as Appendix B upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility for health insurance. The Board may require further documentation as it deems appropriate.

A teacher who is ineligible for Board contributions towards spousal coverage pursuant to this Section B may nevertheless elect to pay the additional cost of spousal coverage, at his or her own expense, through payroll deduction.

- D. The Augusta School Board agrees to furnish all teachers dental insurance as offered through the MEA Group Dental Care Program which includes Plan V of the Delta Dental Plan coverage as specified below:
  1. Any teacher - one single subscription paid by the district;
  2. This coverage shall be for a full twelve (12) month period. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

#### **ARTICLE 12 – SENIORITY, LAYOFF, RECALL**

- A. Position Elimination
  1. If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will notify the Association. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.
  2. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.
  3. In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt written notice of the positions to be eliminated.
- B. Selection of Teachers for Layoff
  1. Except in the case of probationary teachers who are not reemployed for the following school year, the selection of the teacher(s) to be terminated as a result of the elimination of any bargaining unit position(s) shall be made in accordance with the following terms:

- a. Within each affected impact area, teachers shall be laid off in inverse order of seniority except as modified hereinafter. The least senior teacher(s) in an impact area may be retained and the next least senior teacher(s) laid off when the teachers remaining in an impact area are not qualified on the basis of current certification, experience, or training to provide the programs to be retained in the impact area.
- b. The following impact areas shall be used:
  - a. K-5
  - b. Middle School, 6-8
  - c. High School by departments:
 

English	Social Studies
Mathematics	Science
  - d. Pre-School-12 specialty impact areas:
 

Preschool	Library
Art	Music
Health/Physical Education	Special Education
Gifted and Talented	Guidance
Social Workers	Technology
ESL	Literacy Specialists
Modern & Classical Languages	Math Specialists
Math Mentors	Literacy Mentors
Nurses	

Vocational Subjects (excluding academic subjects such as Math and English, which are included in the impact areas above).
- c. Seniority shall be based on continuous employment in the Augusta School Department. When two or more teachers have the same length of continuous employment in the Augusta School Department, the teacher with the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority. Periods while a teacher is either on an approved leave of absence or on layoff subject to recall as described shall not be considered a break in continuous employment in the Augusta School Department and shall be counted in the computation of seniority.
- d. Any teacher in the impact area where the position elimination occurs who has received an "ineffective" rating from his/her most recent summative evaluation shall be considered for lay off first before the application of sections above.

**C. Seniority List Preparation**

The Superintendent shall provide the Association and post in all designated teachers' rooms a seniority list by December 1<sup>st</sup> each year. The list shall show each teacher's name; date when the teacher's continuous employment in the Augusta School Department began (and if relevant, to determination of seniority order, the teacher's total teaching experience); the teacher's impact area; and if relevant, the teacher's previous impact area in the past five years. Teachers who transfer from one impact area to another retain their seniority in their previous impact area for a period of five years following the transfer. Any disagreement with the list must be reported by the Association to the Superintendent (or if by a teacher, to the Association and the Superintendent) within thirty days after delivery of the list to the Association and posting. Any changes to the list, other than those changes resulting from the disposition of disagreements reported during this thirty-day review period, will be made only by mutual agreement of the Superintendent and the Association.

**D. Rights Upon Layoff**

- 1. Notice
  - a. A teacher who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the Association.
- 2. Benefits
  - a. A teacher who is notified that he or she is to be laid off shall be granted up to three (3) days leave with pay, upon request to and approval by the Superintendent, for the purpose of seeking alternate employment.

b. Teachers who have been laid off may participate at their own expense in the District's group health insurance plan for such period as is permitted under the insurance contract, not to exceed two years from the effective date of layoff.

3. Recall

a. A teacher with continuing contract who is laid off shall be eligible for consideration for recall for three (3) years from the effective date of the teacher's layoff.

b. The Board (or its designee) shall mail to the Association and to each teacher who is eligible for recall consideration a list of all existing and anticipated teaching vacancies as soon as each opening is known. It shall be the responsibility of the teacher to keep the Superintendent notified of the teacher's current mailing address.

c. Teachers who wish to be considered for such a vacancy shall inform the Superintendent within ten (10) days of the notification letter of their interest in the available position(s). A teacher eligible for recall consideration shall retain the right to reemployment in any available position within the teacher's impact area for which the teacher is qualified (by certification, experience, and training) and interested, prior to the employment of new hires. Where more than one teacher eligible for recall consideration is qualified for and interested in recall to a position, recall shall occur in order of seniority. If a teacher is offered reemployment in accordance with these terms and refuses, the teacher shall forfeit further eligibility for recall consideration.

d. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return to active employment.

**ARTICLE 13 – SEVERABILITY**

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

**ARTICLE 14 – JOINT LABOR MANAGEMENT COMMITTEE**

A Joint Labor Management Committee ("Committee") shall be made up of five employee members and five members who are either administrators or Board members. The Association will select the employee members of the Committee and the Board will select the administrators and Board members of the Committee. The Association and the Board will endeavor to select employee and administrator members from as many different schools as possible. Meeting schedules and agendas shall be as mutually agreed upon by the President of the Association and the Superintendent, except that the committee will meet as needed, but at least on a quarterly basis and also upon the request of members of the committee. The purpose of the Committee shall be to discuss matters of concern to the employees and to the Board and the administration.

The committee shall develop processes and procedures for effective decision making and issue resolution.

**ARTICLE 15 - PROFESSIONAL DEVELOPMENT**

Whenever any continuing contract teacher receives prior approval of the Superintendent of Schools to complete additional credit hours of study, and signs the appropriate agreement, he/she shall receive up to the equivalent cost of twelve (12) UMO credits per contract year based on course level taken, either graduate or under-graduate level. This benefit is prorated for part-time teachers.

Teachers not requesting advance payment will be eligible for professional credit reimbursement, subject to the above limitations, after evidence is submitted to show that courses have been satisfactorily completed.

Probationary teachers can receive up to the equivalent cost of nine (9) UMO credits per contract year based on course level taken, either graduate or under-graduate level. This benefit is prorated for part-time teachers.

Reimbursements cannot be made retroactive to past contract years, except that the summer course is reimbursable in the fall against the previous contract.

The teacher must be employed in the contract year in which the reimbursement moneys are issued and in which the courses were taken.

Confirmation of successful completion and credits earned (grade/credit report, etc.) must be received in the Superintendent's Office on courses paid by the Augusta School Department before additional reimbursement moneys are issued, except for courses taken the previous semester, where the grade/credit is not yet issued.

Professional work reimbursement does not apply towards Continuing Education Units (CEUs).

The Augusta School Board shall reimburse all specialists for all courses, continuing education requirements, workshops, seminars and fees required to maintain their certifications and license(s) in order for the Augusta School Department to receive MaineCare reimbursement.

#### **ARTICLE 16 - POSITION VACANCIES**

Notice of vacancies in any professional position in the system stating job descriptions and minimum qualifications necessary shall be posted in all schools for a period of five (5) school days. Applications shall be accepted from personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position. All applicants must hold or be eligible for State certification required for the position. All qualified staff applicants will be interviewed. If in the judgment of the Superintendent the abilities and qualifications of two or more applicants are equal, then the applicant with seniority in the Augusta School System shall be nominated by the Superintendent to fill the position.

All staff applicants shall be given the opportunity to update their personnel file by adding new information and by removing obsolete or irrelevant material when approved by the Superintendent.

All unsuccessful candidates for nomination shall be notified of the decision in writing within one (1) week of the decision.

For vacancies that occur after August 15<sup>th</sup> to the beginning of the school year, the five-day in-house posting may be waived. Teachers interested in openings shall provide, at the end of each school year, stamped, self-addressed envelopes for purposes of notification.

The following statement will be included in all internal postings: *Internal applicants need only to submit a letter of intent for the vacancy.*

#### **ARTICLE 17 - HEALTH AND SAFETY**

The Board shall reimburse any teacher for said teacher's personal insurance deductible or make replacement costs, whichever is less, for any loss, damage, or destruction of clothing or personal property of that teacher as a result of the performance of his/her duties in the school, or while discharging duties on the school property, or while discharging duties on a school-sponsored activity. The incident will be reported to the building administrator within one (1) working day upon discovery of loss, damage, or destruction. Such payment will be made within forty-five (45) days of the reporting of the incident.

The Board shall comply with applicable provisions of federal, state, and local laws with respect to employment, health and safety to the extent that they relate to the working conditions of employees.

No employee shall be required to work under conditions which unreasonably expose them to imminent danger of injury, death or damage to their health. An employee who declines to work under such conditions shall notify their supervisor as soon as possible.

The Board shall require employees to wear safety equipment as required by OSHA or state regulatory agencies, including personal protective equipment. The Board shall provide such safety equipment to employees.

#### **ARTICLE 18 – INVOLUNTARY TRANSFERS**

A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a more qualified

volunteer available to fill said position.

- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and, except in cases of emergency, not later than June 1.
- C. An involuntary transfer will be made only for educational reasons. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer in writing and arrange a meeting with the teacher. The teacher may, at his/her option, have an Association representative present at such meeting. If the teacher objects to such transfer for the reasons given, the dispute can be processed through the Grievance Procedure.
- D. A teacher being involuntarily transferred or reassigned shall not receive any reduction in rank or in total compensation.
- E. A teacher reassigned after July 1st shall be paid an incentive award of \$2,500. This award for said reassignment shall not be cumulative beyond one (1) school year.
- F. If a continuing contract teacher is reassigned to a more difficult assignment that increased difficulty will be given fair consideration in the event of any dismissal or non-renewal decisions concerning the teacher.
- G. Teacher and AEA shall be notified within five (5) days of reassignment decisions.

#### **ARTICLE 19 – EMPLOYMENT OF RETIRED TEACHERS**

- A. A rehired retired teacher is defined as any teacher who has retired and severed employment and is now receiving or is eligible to receive benefits from the Maine Public Employees Retirement system, and who has returned to teaching pursuant to Maine Public Employees Retirement Rule Chapter 410.
- B. Any Maine Public Employees Retirement System teacher, regardless of employment who is employed by the Board following his/her retirement shall be hired as a probationary teacher pursuant to 20-M.R.S.A. 13201.
- C. 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, eligibility for other leaves, severance benefits, and no credit for previous experience for such leaves shall be granted.
- D. Any teacher previously employed by the Board and subsequently rehired as a retiree, shall be considered a first-year teacher for the purpose of placement on the seniority list.
- E. A rehired retired teacher is entitled to all benefits and rights in accordance with state law.

#### **ARTICLE 20 - CLASS SIZE**

In the area of class size, the Association and the Board recognize that pupil-teacher ratios, as recommended by the State Department of Education, are optimum, and agree that as soon as economically possible the maximum pupil-teacher ratio shall not exceed 30:1.

#### **ARTICLE 21 - DUTIES IN ADDITION TO ACADEMIC ASSIGNMENT**

- A. It is agreed that teachers are employed primarily to perform within their academic assignments. Attendance at academic functions such as parent conferences, freshmen orientation, and academic fairs, all of which have been and continue to be nurtured and encouraged by teachers, are part of the teachers' traditional professional role. However, attendance at functions such as dances, athletic events, Chizzle Wizzle and PTA meetings shall be voluntary. If volunteers are not forthcoming, building principals shall have the right to assign teachers to cover such functions provided that no teacher is assigned more than two (2) such functions per year. No teacher shall be assigned to a second function until all teachers have been assigned to one (1). No assignments shall be made for Saturdays, Sundays, holidays or other days not normally worked by teachers. If the Superintendent of Schools believes that one (1) or more principals need to assign more than two (2) functions per teacher per year, this section shall be reopened for further negotiations.



- B. Any teacher who volunteers to teach an additional academic assignment will advise the Superintendent and the Association in writing each year.
- C. All duties will be equitably assigned within each building. This assignment will be based on pupil/teacher contact time within the school day. Pupil/teacher contact time is defined as any time during which a teacher is required to be with students for the purpose of instruction or supervision.

#### ARTICLE 22 - SPECIAL PROJECTS

Teachers working on special projects requiring substantial time commitments above and beyond their traditional teaching duties shall be compensated at the rate \$33.00 per hour. In order to be paid, teachers must receive prior approval from the Superintendent for any such projects.

#### ARTICLE 23 - TEACHER EVALUATION

Pursuant to Title 20-A, Chapter 508, evaluations conducted and effectiveness ratings resulting from implementation of a system under the chapter shall be performed consistent with the Evaluation System adopted by the Board and in good faith.

#### ARTICLE 24 - LEAVES WITH PAY

##### A. Sabbatical Leave

On the recommendation of the Superintendent, the School Board may grant a sabbatical leave to professional personnel with seven (7) or more continuous years of service to the Augusta Public Schools. Compensation and fringe benefits shall be reduced by 50% while on leave for such professional development.

The frequency and distribution of sabbatical leaves shall be determined by the Board of Education. All teachers shall be treated equally regardless of grade level.

Any person accepting a sabbatical leave will be required to return to the Augusta Public School System for a period of two (2) years. He/she shall sign an agreement to do so.

A letter of intent to apply for a sabbatical leave must be filed with the Superintendent of Schools prior to December 15. No action will be taken on sabbatical leave requests prior to December 15. Applications for sabbatical leave must be filed with the Superintendent of Schools at least three (3) months prior to the leave dates requested. They shall be accompanied by a projected plan of study and shall state objectives of the plan.

Sabbatical leaves granted under the above conditions shall be credited toward retirement.

##### B. Sick Leave

Teachers shall earn thirteen (13) days sick leave annually with a total accumulation of one-hundred and eighty (180) days. Sick leave may be used for illness in the immediate family. The immediate family is defined as spouse, children, step-children, parents and members of the immediate household. At its option, the Board of Education may, at its own expense, request a statement from a physician substantiating the facts regarding a claim of sick leave of five (5) or more consecutive days. Sick leave usage shall be computed at ¼ day intervals.

The annual allotment of an employee's thirteen (13) sick leave days will be applied on August 31 of each year. Sick leave used during the year will first be deducted from the employee's current thirteen (13) days. Once an employee has exhausted their current year's sick leave, additional sick leave shall be deducted from their accumulated leave time. On August 30 of each year, the maximum accumulation is one-hundred and eighty (180) days.

Those employees with accumulated sick leave in excess of the one-hundred and eighty (180) days on August 30, 2005, will be granted as legacy. The amount an employee has on August 30, 2005, shall be their personal maximum accumulation. This amount can never be increased but can be decreased until it reaches the new maximum of 180 days.

##### C. Sick Leave Incentive

Teachers who use three (3) or fewer sick days in a school year will receive a bonus as follows:

- 0 sick days used = \$250.00
- 1 sick day used = \$200.00
- 2 sick days used = \$150.00
- 3 sick days used = \$100.00

Sick days shall not be permitted for elective surgery and associated recuperation time (i.e., surgery performed on a date selected by the teacher) if, in the attending physician's opinion, the surgery and recuperation time could be scheduled during a time when schools are not in session without being detrimental to the health of the teacher.

D. Sick Leave Bank

1. A sick leave bank, administered by a committee composed of the Superintendent or designee and one member from each custodial, teacher and support unit shall be established for staff members who wish to participate. Decisions of the committee are final.
2. Establishment and continuation of the bank – Each teacher and bargaining unit member wishing to become a member of the sick leave bank shall contribute one (1) day of his/her sick leave to the bank by September 15<sup>th</sup> of the enrolling year. Upon hire, new employees shall have fourteen (14) school days to join the sick bank. This contribution of days enrolls the unit member in the sick leave bank that year. The unit member will give authorization for this on a form provided by the Superintendent's Office.
3. Up to two hundred (200) days of unused days in the bank at the end of the school year will be carried over to the next school year.
4. If at any time the number of sick leave days in the bank is deemed inadequate by the sick leave bank committee to fill the needs of participating members, the committee can assess each participating member an additional day to be credited to the bank.
5. Requests to use days from the bank may be made for absences resulting from illness or accident lasting more than five (5) consecutive days and only after the sick leave and personal leave of the unit member making the request has been depleted. The request must include medical documentation of the need for sick bank days and an estimated date of return to work. Only members of the sick leave bank will be allowed to use the sick leave bank. Normal pregnancy does not qualify for sick leave bank unless medically necessary and medical documentation is provided. The request must be made on the approved sick bank request form.
  - Sick leave bank requests shall be submitted on the approved form (with any required documents) to the Human Resources Administrative Assistant.
  - The Human Resources Administrative Assistant shall inform the Sick Bank Committee of the request.
  - The sick bank request form and required documents shall be made available for review by members of the Sick Bank Committee at the Central Office.
  - Any employee medical information shall be kept confidential by members of the Sick Bank Committee.
  - All Sick Bank Committee members shall sign a confidentiality agreement.
6. Participants in the sick bank will not have to replace days used except as a regular contributing member of the bank.
7. Participants withdrawing from membership in the sick bank will not be able to withdraw the days they have contributed.
8. A participant may borrow up to one hundred (100) days from the bank per school year.

E. Family Medical Leave

Teachers who meet the eligibility requirements may be approved for the Federal Family and Medical Leave Act (FMLA). FMLA provides teachers with up to 12 work weeks of leave during a 12-month period for a number of reasons, (1) the birth, adoption, or foster placement of a child; (2) to care for a spouse, son, daughter, or parent with a serious health condition; or (3) when the employee is unable to work because of the employee's serious health condition. The terms and conditions of FMLA Leave will be governed by the federal statute and regulations.

- a. For purposes of the FMLA allocation, the "12-month period" referred to above shall be a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- b. Employees requesting leave shall provide at least fourteen (14) days' notice whenever the need for leave is foreseeable.
- c. If an employee is absent for five consecutive days, the employee shall upon request provide information necessary for the Board to determine whether the employee qualifies for an FMLA leave.
- d. Any employee taking FMLA leave shall use any paid sick leave and personal leave available to the employee. Sick leave used must meet the requirements specified under Article 24. B: Sick Leave, and shall be deducted from an employee's accumulated sick leave.
- e. When an employee has used all available sick leave and personal leave, including any sick leave days from the sick bank for the employee's own serious health condition, the remaining days for FMLA leave shall be unpaid.
- f. The Board shall maintain their contributions toward the cost of health insurance benefits in accordance with the provisions of the contract as required by the federal law.
- g. An employee who is unable to return to work after he/she has exhausted the allocation of FMLA may be eligible for an additional medical leave of absence, subject to the necessary certification from the employee's medical provider and approval by the Superintendent. Before returning to work the employee must present medical certification that he/she is fit for duty.

F. Organized Reserve Forces Leave

Every professional staff member who is a member of a reserve component of the Armed Forces of the United States or of the National Guard, or who is in a similar type of military service, who is required to attend an annual tour of duty, shall be granted leave of absence during the time of his/her annual tour of duty, provided:

- a. That such professional staff member cannot satisfy his/her tour obligation during July and August;
- b. That such leaves not exceed seventeen (17) days.

The Board agrees that such professional staff member shall receive the difference between his/her regular teaching salary and his/her compensation for military service if such compensation is less than his/her teaching salary.

G. Earned Paid Leave

Full time employees will be credited in advance with forty (40) hours of Earned Paid Leave (EPL) at the beginning of each contract year (September 1 to August 1).

The following notice requirements apply depending on whether EPL leave is used for planned purpose or unplanned/emergency purposes.

- a. **Planned Purpose:** To use EPL, employees will provide written notice of use to their supervisor at least fourteen (14) days in advance for a purpose that can be planned. Employees do not necessarily have to disclose the reason for planned EPL leave. In general, planned EPL may not be used for more than three (3) consecutive work days. Planned EPL cannot be used on the days immediately before and/or after a holiday or vacation period (except at the sole discretion of the Superintendent) or any other day that would create an undue hardship for the School Department.

- b. **Unplanned/Emergency Purpose:** EPL may be used for an emergency, illness or injury, or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule; and is otherwise unforeseeable. In these cases, employees are required to notify the School Department as soon as practicable. The employee may be asked to provide an appropriate explanation or reasoning demonstrating the necessity of using EPL. Employees may be asked to provide additional documentation upon request when an employee requests such leave for three (3) consecutive work days or more.

Unused EPL cannot be carried over to the next contract year. At the end of the school year, any unused EPL days will be appended to the employee's sick time. Earned paid leave will not be paid out upon separation of employment, except as sick time per the collective bargaining agreement, and it may not be used to extend and employee's employment beyond the last day actually worked. However, if the employee returns to work within one year of leaving, the employee may use the EPL credited to them at the time they are rehired. Upon separation of employment, any credited EPL time that was used, but not yet accrued, will be deducted from the employee's final paycheck. The advance crediting of EPL is based on 1 hour of accrual of EPL for every 40 hours worked, with full-time employees assumed for accrual purposes to work 40 hours per week.

H. **Jury Duty Leave**

Any teacher serving on a jury, or involved as a subpoenaed witness, shall remain on regular school salary. Any pay received for such duty shall be turned over to the Superintendent's office with the exception of expenses.

I. **Bereavement Leave**

1. In the absence of any employee of the school system because of death in the immediate family, full salary shall be paid for a period not to exceed five (5) days. If the absence continues for a longer period, the leave may be extended through the use of sick leave. (Note; immediate family shall be defined as the spouse and the parents of the spouse, the parents, custodial parent, guardian, children, step-children, brothers, sisters, wards, grandparent and grandchildren of the employee.)
2. Employees may attend funerals of distant relatives and friends without loss of pay, the time lost being deducted from sick leave.

J. **Professional Leave**

The Superintendent, with the concurrence of the Board may grant professional leave to any teacher for the purpose of in-service training.

K. **Association Leave**

Up to nine (9) days per school year, not to exceed one (1) day per month, will be granted by the Administration to a person designated by the AEA for the purpose of conducting Association business. It is understood that three (3) days written notification period to the Superintendent is necessary in order for Association Leave to be granted. The Superintendent has the authority to waive the three (3) day notice requirement in cases of emergency.

Association Leave is contingent upon continued involvement in professional self-development related areas. The Board has the right to revoke Association Leave if continued involvement in professional self-development related areas is not justified on a periodic basis to the Augusta Board of Education.

L. **Workers' Compensation**

In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his or her accumulated sick leave the difference between the amount of his or her regular pay and the amount that he or she received pursuant to Workers' Compensation. This difference shall be charged on a pro rata basis to the employee's accumulated sick leave and will cease when said employee's accumulated sick leave is exhausted. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.

Any teacher who is injured on the job as part of an assault shall not be required to use sick days and all medical expenses will be paid by the School Department for up to one year, extendable at the sole discretion

of the Board. All workers compensation payments shall be credited against salary payments by the Board, although crediting is not intended to affect pension payments or benefits.

M. **Public Service Leave**

The Board may, in its discretion, grant leave to any teacher appointed to a governmental commission, committee or agency for time necessary to fulfill the duties of the appointment. Such leave shall not exceed ten (10) days in a contract year and may be reviewed by the Board on an annual basis. ten (10) days in a contract year and may be reviewed by the Board on an annual basis.

**ARTICLE 25 - LEAVES OF ABSENCE WITHOUT PAY**

Leaves of absence without pay may be granted by the Board for up to a period of one (1) contract year. Leave of absence time without pay shall not count toward attainment of a continuing contract status or for increment credit; however, a teacher returning from a leave without pay shall be entitled to all benefits accumulated prior to the leave.

Teachers, who fail to return to employment at the end of the leave without pay period as specified herein or as otherwise approved by the Board, shall forfeit all claims to a teaching position in the Augusta School Department. Teachers who have requested a year's leave without pay must notify the Superintendent of their intent to return to employment by March 15.

While on leave, a teacher may elect to continue coverage under the existing medical and dental insurance plans providing that the teacher assumes the full cost of the total premium therefor and forwards payment to the Superintendent's office prior to the date the payment must be forwarded to the insurance company. The teacher shall be responsible for ascertaining the dates of payment and the proper method of payment prior to commencing leave.

Teachers returning from leave of absence shall be returned to their original position, if possible, or a substantially equivalent position. Such a teacher may be eligible to substitute while on leave with the consent of the Superintendent.

All current benefits covered by this Article shall apply equally to all employees.

A. **Parental Leave**

Parental leaves of absence, without pay, may be granted by the Board for up to a period of one (1) year.

B. **Adoption Leave**

Any teacher, prior to adopting an infant child, may receive a leave of absence without pay which shall commence upon receiving custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. Prior notification should be given to the administration of the teacher's intention to file for adoption.

C. **Military Leave**

Military Leave without pay shall be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.

D. **Special Leave**

A leave of absence without pay may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher, accepts a Fulbright Scholarship and is a full-time participant in such programs.

E. **MEA/NEA Leave**

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

F. **Public Office Leave**

The Board shall grant a leave of absence without pay to any teacher who is elected to either the State of Maine Legislature or the United States Congress.

**ARTICLE 26 - EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program (EAP) is available to all employees and their immediate family members.

**ARTICLE 27 - JOB SHARING AND PART-TIME TEACHERS**

A. **JOB SHARING:**

Job sharing is a voluntary arrangement established between two cooperating teachers and approved in accordance with the policy guidelines published in the Augusta School System Policy Manual. Contractual guidelines are:

1. Salary will be 51% of that of a teacher with similar education and experience. When a job-sharing partner elects to substitute for the other partner, substitute pay will be paid.
2. Fringe benefits will be prorated. Each partner shall receive half of the negotiated amount of benefit as provided for full-time staff members. Should one partner not elect to receive the proffered benefit, the other partner may elect to receive the partner's half. It is the intent that not more than the negotiated amount be paid.
3. Deadline for application is January 31st. This deadline may be waived at the sole discretion of the Superintendent.
4. Seniority will continue to be accrued.
5. Only those who have full certification may job share.
6. Return to original position
  - a. After one year, a job-sharing teacher may be returned to his/her original position upon his/her election or the election of the principal and the Assistant Superintendent provided notice is given by January 31st.
  - b. Teachers who are job sharing for more than one year and wish to return to full-time employment shall be subject to the procedures for voluntary transfers provided for in Article 16 of this contract.
7. Reduction in force: When local conditions require a reduction of teaching personnel, Article 12 shall be applied.

B. **PART-TIME TEACHERS:**

Part-time teachers are defined as those teachers whose standard teaching schedule is less than a standard full-time teaching schedule as compared to the other elementary, middle school or high school teachers.

1. Salary will be prorated based on teaching periods and prep periods as compared to full-time teachers, except half-time teachers will receive fifty-one percent (51%) of salary.
2. Fringe benefits will be prorated in the same manner as salary, except half-time teachers will receive fifty percent (50%) of the negotiated amount of benefits as provided for full-time teachers. Part-time teachers who work less than half time are not entitled to receive any fringe benefits.
3. Seniority will continue to be accrued in the same manner as full-time teachers, so long as the part-time teacher works an equivalent of ninety (90) days per school year (50% teacher or greater).
4. Reduction in force: When local conditions require a reduction of teaching personnel, Article 12 shall be applied.

## ARTICLE 28- TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. Space in which teachers may store instructional materials, supplies, and personal articles.
  2. Teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
  3. In addition to the aforementioned teacher work area, a furnished room which shall be reserved for the use of teachers as a faculty lounge.
  4. Teachers shall have access to the use of private telephone facilities within the building.
  5. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.
  6. Exclusively for each teacher's use, copies of all texts used in each of the courses he/she is to teach.
  7. Adequate chalkboard and/or whiteboard space in every classroom, or facilities adequate to substitute for such function in every classroom.
  8. Books, papers, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.
- B. In order to permit freedom of access both during and after regular school hours, all teachers shall be permitted to have keys to the faculty lounge, teacher work area, and interior hallway gates of their base school. Upon request and subject to reasonable regulation, teachers shall be provided with a key or other means of access to an outside door in their area of the building during non-school hours.

## ARTICLE 29 - RETIREMENT BENEFITS

A. Accumulated Sick Leave

1. After fifteen (15) years of continuous service:

After fifteen (15) years of service to the Augusta Public Schools, and upon separation, retirement, or death, each teacher or his/her survivor(s) shall be paid the equivalent of one-half of his/her accumulated sick leave based on the salary of his/her per diem salary not to exceed \$3500.

2. After twenty-two (22) years of continuous service:

In addition to the \$3,500 paid in the paragraph above upon separation or retirement each teacher shall be paid \$500 for each year of continuous service beyond fifteen (15) not to exceed \$3500 and upon notification to the Superintendent by December 1. The payment will be made in the final paycheck as long as the final pay check is not prior to the 22nd payroll period. The notification deadline may be waived at the sole discretion of the Superintendent.

B. Health Insurance Contribution

The Augusta School Board agrees to contribute to all teachers' insurance protection as offered through the MEA Health Plan for those retired teachers who contribute to the cost of their insurance premiums, which includes Blue Cross/Blue Shield (UCR) and Major Medical coverage as specified below:

1. Upon showing evidence that retirement benefits are to be immediately received from the Maine State Retirement System.
2. Up to \$3234.00 of the premium of a single subscription until teacher qualifies for Medicare. Beginning September 1, 2020, up to \$4000.00 of the premium of a single subscription until teacher qualifies for Medicare (payment is made annually each September to the retired teacher). Teachers will provide annually, to the district, proof of premium cost incurred by the retired teacher.

3. After twenty-two (22) years of service in the Augusta System.
4. Upon retirement and attained age of 55.
5. These health insurance contributions are applicable to all teachers who retire and meet the criteria in #1, #2, #3 and #4 above during the term of this collective bargaining agreement and to all eligible teachers who have retired prior to this collective bargaining agreement.

**ARTICLE 30 - SALARIES**

The salaries and stipends of all teachers covered by this agreement are set forth in Schedules A, B, C and D which are attached hereto and made a part hereof.

- A. Federally funded employees, who are notified by July 15<sup>th</sup>, shall have the option of being paid in twenty-one (21) or twenty-six (26) pay periods. Those employees who choose to be paid in twenty-six (26) pay periods must take their summer pay in a lump sum payment by June 30<sup>th</sup>. The Association shall be notified by July 15<sup>th</sup> of each year, of all teachers whose salaries are federally funded.
- B. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Friday. Any teacher may elect to receive the last five (5) installments at the time of payment of the 21st installment, by notifying the Superintendent's office in writing by January 31st. The Superintendent may waive the notification deadline in emergency situations.
- C. For the contract year, teachers shall be paid per diem based on their current salary for every day over the one-hundred eighty (180) day school year, at a rate of 1/180 of the teacher's salary.

Formula: days worked + authorized leave with pay - 180

Teachers may be required to work on a schedule greater than that specified by the School Board in its school calendar.

- D. Direct deposit will be arranged through the offices of the School Department's Business Manager and the Treasurer of the City of Augusta.
- E. Full retroactive pay will be paid in a single lump sum payment to all employees recognized within the CBA who were employed in a position covered by the CBA on any date between August 31, 2022 and December 9, 2022, prorated as appropriate for individuals who have not been employed for the full time period. Retroactive payments to employees will be received by January 13, 2023.

**ARTICLE 31 - TERM OF AGREEMENT**

The term of this Agreement shall be from September 1, 2023, and shall continue until August 31, 2025,

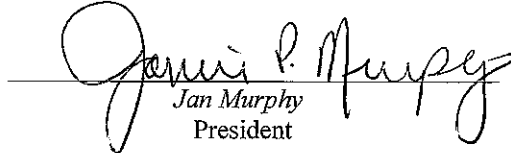
IN WITNESS WHEREOF, the parties hereto set their hand and seal by their duly authorized representatives, this

20<sup>th</sup> day of September, 2023.

**AUGUSTA BOARD OF EDUCATION**

  
 Martha Witham  
 Chairperson

**AUGUSTA EDUCATION ASSOCIATION**

  
 Jan Murphy  
 President



## Schedule A Salary Schedule

<b>AUGUSTA TEACHERS</b>					
<b>2023-2024</b>					
<b>Exp.</b>	<b>Step</b>	<b>BA</b>	<b>BA+24</b>	<b>MS</b>	<b>MS+24</b>
<b>0</b>	<b>0</b>	\$44,162.80	\$45,504.91	\$47,247.96	\$48,588.73
<b>1,2</b>	<b>1</b>	\$45,487.68	\$46,870.06	\$48,665.41	\$50,046.39
<b>3</b>	<b>2</b>	\$46,852.31	\$48,276.16	\$50,125.37	\$51,547.78
<b>4,5</b>	<b>3</b>	\$48,257.88	\$49,724.44	\$51,629.12	\$53,094.21
<b>6,7</b>	<b>4</b>	\$49,705.62	\$51,216.17	\$53,178.00	\$54,687.04
<b>8</b>	<b>5</b>	\$51,196.79	\$52,752.67	\$54,773.34	\$56,327.65
<b>9,10</b>	<b>6</b>	\$52,732.70	\$54,335.25	\$56,416.54	\$58,017.48
<b>11</b>	<b>7</b>	\$54,314.67	\$55,965.30	\$58,109.04	\$59,758.01
<b>12</b>	<b>8</b>	\$55,944.12	\$57,644.26	\$59,852.31	\$61,550.75
<b>13,14</b>	<b>9</b>	\$57,622.44	\$59,373.59	\$61,647.88	\$63,397.28
<b>15,16</b>	<b>10</b>	\$59,351.11	\$61,154.79	\$63,497.31	\$65,299.19
<b>17,18</b>	<b>11</b>	\$61,131.64	\$62,989.43	\$65,402.23	\$67,258.16
<b>19,20</b>	<b>12</b>	\$62,965.60	\$64,879.12	\$67,364.31	\$69,275.91
<b>21,22</b>	<b>13</b>	\$64,854.56	\$66,825.49	\$69,385.23	\$71,354.19
<b>23</b>	<b>14</b>	\$66,800.19	\$68,830.26	\$71,466.79	\$73,494.82
<b>24</b>	<b>15</b>	\$68,804.20	\$70,895.16	\$73,610.79	\$75,699.65
<b>25</b>	<b>16</b>	\$70,868.33	\$73,022.02	\$75,819.12	\$77,970.65
<b>26</b>	<b>17</b>	\$72,994.38	\$75,212.68	\$78,093.69	\$80,309.77
<b>27</b>	<b>18</b>	\$75,184.21	\$77,469.06	\$80,436.50	\$82,719.07

*\*1.045% added to base/1.03% between steps.*

AUGUSTA TEACHERS					
2024-2025					
Exp.	Step	BA	BA+24	MS	MS+24
0	0	\$46,150.12	\$47,552.63	\$49,374.12	\$50,775.22
1	1	\$47,534.63	\$48,979.21	\$50,855.35	\$52,298.48
2,3	2	\$48,960.67	\$50,448.58	\$52,381.01	\$53,867.43
4	3	\$50,429.49	\$51,962.04	\$53,952.43	\$55,483.45
5,6	4	\$51,942.38	\$53,520.90	\$55,571.01	\$57,147.96
7,8	5	\$53,500.64	\$55,126.54	\$57,238.14	\$58,862.40
9	6	\$55,105.67	\$56,780.33	\$58,955.28	\$60,628.27
10,11	7	\$56,758.83	\$58,483.74	\$60,723.95	\$62,447.12
12	8	\$58,461.60	\$60,238.25	\$62,545.67	\$64,320.53
13	9	\$60,215.45	\$62,045.40	\$64,422.04	\$66,250.15
14,15	10	\$62,021.91	\$63,906.76	\$66,354.69	\$68,237.65
16,17	11	\$63,882.57	\$65,823.96	\$68,345.33	\$70,284.78
18,19	12	\$65,799.05	\$67,798.68	\$70,395.70	\$72,393.33
20,21	13	\$67,773.02	\$69,832.64	\$72,507.57	\$74,565.13
22,23	14	\$69,806.20	\$71,927.62	\$74,682.79	\$76,802.09
24	15	\$71,900.39	\$74,085.44	\$76,923.28	\$79,106.14
25	16	\$74,057.40	\$76,308.01	\$79,230.98	\$81,479.33
26	17	\$76,279.13	\$78,597.25	\$81,607.90	\$83,923.70
27	18	\$78,567.50	\$80,955.17	\$84,056.15	\$86,441.42

*\*1.045% added to base/1.03% between steps.*

Employees advance based on experience from the 2023-2024 scale to the 2024-2025 scale. No new hire shall be placed higher than a current employee with the same experience. Experience Levels are for initial placement only.

## ADDENDUM TO SALARY SCHEDULE A

### ADVANCED SALARY BRACKETS

In order for a teacher to qualify for an advanced salary bracket, either 24 hours beyond a Bachelor's Degree or 24 hours beyond a Master's Degree, credit shall be allowed for those teachers actually matriculating in an advanced degree, or for those courses related to their own teaching specialties, when requested in writing in advance by the teacher and approved in advance in writing by the Superintendent and/or the Board of Education. Full Master's pay shall only be available to those teachers having and "earned" Master's degree.

Movement to an advanced salary bracket shall occur only at the beginning of each school year. To be moved to an advanced salary bracket, a teacher must provide notice to the Superintendent on or before August 15.

Speech-language pathologists who have their license from the State Board of Examiners or CCC-SLP (Certificate of Clinical Competency -Speech/Language Pathology) from the American Speech-Language-Hearing Association shall be paid at the MS + 24 advanced salary bracket.

### FOR CTE TEACHERS

In recognition of the dual requirements of industry experience and academic credentials required for the vocational instructor's certificate, the following rules shall apply to the calculation of CTE teachers' salaries:

- a. A CTE teacher, at the time of hire, shall be given one (1) level on the appropriate salary schedule for every two (2) years of prior experience worked in similar work, not to exceed ten (10) years of experience.
- b. CTE teachers who have at least 48 hours toward a BS degree or a BS degree shall be placed on the BS+24 scale

### STIPEND FOR SPEECH-LANGUAGE PATHOLOGIST AND OCCUPATIONAL THERAPISTS

Speech-language pathologists and occupational therapists who are responsible for Medicaid filings shall be paid a yearly stipend of \$500.00 by June 30th.

**SCHEDULE B - Administrative Stipends**  
**Department Heads Grades 7-12 and District Coordinators (2 groups)**

The formula for **Department Heads Grades 7-12**

Contract years 2023-24 and 2024-25: \$442 multiplied by the number of teachers in the department (minus department head) plus \$2700.

<b>Position</b>	<b>2023-24 and 2024-25 Stipend</b>
World Languages	\$4468
Guidance (7-12)	\$5352
Math	\$6899
Science	\$6899
Social Studies	\$6899
ELA	\$6899

The formula for **District Coordinators Group 1:**

Contract years 2023-24 and 2024-25: \$662 (1.5% of the base) multiplied by the number of teachers in the department (minus department head) plus \$2700.

<b>Position</b>	<b>2023-24 &amp; 2024-25 Stipend</b>
Art	\$5017
Music	\$6010
PE	\$6010

The formula for **District Coordinators Group 2:**

Contract years 2023-24 and 2024-25: \$442 (1% of base) multiplied by the number of teachers in the department (minus department head) plus \$1200.

<b>Position</b>	<b>2023-24 &amp; 2024-25 Stipend</b>
Guidance K-6	\$2968
GT K-12	\$2084
ESOL K-12	\$3852
CATC Automotive	\$2526

*FILLING OF STIPEND POSITIONS IS SUBJECT TO BOARD OF EDUCATION FUNDING*

## SCHEDULE C

### Extracurricular Athletic Stipends

Divide the sports into 4 Tiers.

- **Tier 1** - Football, Girls and Boys Basketball, Hockey, Track
- **Tier 2** - Field Hockey, Girls and Boys Lacrosse, Girls and Boys Soccer, Baseball, Softball, Wrestling, Volleyball, Swim, Winter Competition Cheering
- **Tier 3** - Golf, Cross Country, Fall Cheering, Tennis
- **Tier 4** - Unified Basketball, all Middle School sports

<b>Tier</b>	<b>Varsity</b>	<b>Assistants, JV, Frosh</b>
1	\$4750	\$2800
2	\$3750	\$2200
3	\$2750	\$1600
4	\$2000	

All coaches will receive an additional \$150.00 for each completed year of school-sponsored (in or out of district) middle school level or higher experience in the sport they are coaching, to be capped at the end of 15 years' experience.

All coaches with greater than 15 years' experience will receive an additional \$50.00 per years' experience in the sport they are coaching.

Individuals who are both "head" and "assistant" coaches for the same sport can only count experience toward "head" stipend.

*FILLING OF STIPEND POSITIONS IS SUBJECT TO BOARD OF EDUCATION FUNDING*

## **SCHEDULE D**

### **Co-curricular Stipends**

**School Year 2023-24 and 2024-25 - Group Index Multiplied by \$442 (1% of the base)**

#### **Group Index 3 = \$1326**

*Middle School Language Club  
Middle School Math Team (2)  
Middle School Civil Rights Team  
Middle School Newspaper Advisor  
Middle School Student Council  
High School LGBTQ  
High School Civil Rights Team  
Advisor/Advisee Coordinator 9th Grade  
Advisor/Advisee Coordinator 10th grade  
Advisor/Advisee Coordinator 11th grade  
Advisor/Advisee Coordinator 12th grade*

#### **Group Index 4 = \$1768**

*Middle School Yearbook Advisor  
High School Coniad Assistant Advisor*

#### **Group Index 5 = \$2210**

*High School Art Club  
High School Key Club  
High School Student Council  
High School Junior Classical League  
High School French Club  
High School German Club  
High School Spanish Club  
High School Bowling Club*

#### **Group Index 7 = \$3094**

*High School Outing Club  
High School GAPP  
2 Freshman Class Advisors  
2 Sophomore Class Advisors  
2 Junior Class Advisors  
High School National Honor Society*

#### **Group Index 8 = \$3536**

*Pep Band*

#### **Group Index 9 = \$3978**

*2 Senior Class Advisors  
High School Drama Club  
Skills USA (VICA) Club*

#### **Group Index 10 = \$4420**

*High School Math Team  
Rameses*

#### **Group Index 11 = \$4862**

*Jazz Band*

**Group Index 12 = \$5304**

*Madrigals*

*Coniad Advisor*

We determined that the following clubs will receive an honorarium because they have fulfilled the 2-year requirement: E-sports, Quiz Bowl. The honorarium will be \$1326.

These clubs may receive a full stipend during the current contract once their group index has been determined.

The following clubs have one more year to fulfill the 2-year requirement: Dungeons & Dragons, Rock Climbing, East Asian Language Club.

FILLING OF STIPEND POSITIONS IS SUBJECT TO BOARD OF EDUCATION FUNDING

**Appendix A**

**GRIEVANCE FORM**

**AUGUSTA EDUCATION ASSOCIATION**

**Jan Murphy, President**

**Hussey Elementary School**

**Augusta, Maine 04330**

GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

DATE OF ALLEGED GRIEVANCE: \_\_\_\_\_

CONTRACT PROVISIONS VIOLATED: \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Date Filed with:

- 1) Principal /Admin Initialed: \_\_\_\_\_ Date: \_\_\_\_\_
- 2) Superintendent Initialed: \_\_\_\_\_ Date: \_\_\_\_\_
- 3) Board of Educ. Initialed: \_\_\_\_\_ Date: \_\_\_\_\_
- 4) Arbitrator Date: \_\_\_\_\_

Written Response Recd:

- Initialed: \_\_\_\_\_ Date: \_\_\_\_\_
- Initialed: \_\_\_\_\_ Date: \_\_\_\_\_
- Initialed: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX B**

ANNUAL SPOUSAL AUGUSTA SCHOOL DEPARTMENT HEALTH  
INSURANCE CERTIFICATION

I, \_\_\_\_\_, hereby certify to the Augusta Board of Education as follows  
(Please complete appropriate section):

\_\_\_\_\_ My spouse is not employed.

\_\_\_\_\_ My spouse is employed, but he/she is not eligible for health insurance through his/her employer, or if eligible for such insurance his/her employer does not contribute to the cost of insurance or provide cash in lieu of insurance.

\_\_\_\_\_ My spouse is self-employed and has no employees or does not contribute to the cost of health insurance for his/her employees or does not provide cash in lieu of insurance.

I certify that the above information is true and agree to notify the Superintendent's Office within ten (10) days of any change. I understand that the Board of Education reserves the right to require documentation concerning my certification. I further understand that any health insurance payments made by Augusta School Department based upon a false certification will require repayment, including any collection costs and attorney's fees, by me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_