

Contract Between M.S.A.D. No. 75
Board of Directors
and the

Merrymeeting Teachers Association

September 1, 2022 - August 31, 2025

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PREAMBLE

This agreement is entered into this first day of September, 2022, by and between the Merrymeeting Teachers Association (hereinafter called the “Association”), affiliated with the Maine Education Association and the National Education Association; and the Board of Directors of Maine School Administrative District No. 75 (hereinafter called the “Board”).

The Merrymeeting Teachers Association and the M.S.A.D. No. 75 Board of Directors wish to state their mutual intent to work together toward the common goal of educating all of our students well. We have high expectations of each other as we commit to purposeful change associated with this goal. We will enhance student learning, foster distinguished teaching, and enhance the life of each district school. We will take the steps necessary so that the students and children of M.S.A.D. No. 75 become adult citizens who can contribute to the sound functioning of our democracy, communicate complex ideas in a compelling manner, take advantage of technological advances, and solve problems we have yet to face. We will commit to purposeful changes in relationships, structures, and resources that will advance student achievement and enhance the life of each school as a center of learning and productivity.

Student learning deserves this mutual commitment and needs the active involvement of parents and the support of the district’s citizens. We will do our best to establish and maintain a true community of learners and improve the practice of and conditions for teaching and learning.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the sole exclusive bargaining representative as defined under State of Maine Law, Chapter 424, Section 962, for all teachers who are public employees of the Board, including teachers, librarians, guidance counselors, social workers, occupational therapists, physical therapists, psychological examiners, nurses and speech pathologists.

ARTICLE II - DEFINITIONS/ABBREVIATIONS

As used in this Agreement:

A. "Teacher"

For the purpose of this Agreement, "teacher" shall mean all certified professional employees having more than six (6) months service in M.S.A.D No. 75. A "part-time" teacher is one who receives a prorated share of salary and benefits based on the percentage of full-time employment.

B. "Joint Negotiation Committee"

This shall mean the committee composed of representatives of the Board of Directors and representatives of the Merrymeeting Teachers Association.

C. "PR & R"

This shall mean: Professional Rights and Responsibilities Committee of the Association.

D. "MLRB"

This shall mean Maine Labor Relations Board.

E. "Board," "Board of Directors"

The terms "Board" and "Board of Directors" shall mean the Board of Directors of M.S.A.D. No. 75 in its representative capacity as the elected governing body of M.S.A.D. No. 75 and not in the individual capacities of the members thereof.

F. Teachers on Special Assignment

Teacher on Special Assignment designation identifies teachers who assume positions that feature distinctive and unusual performance responsibilities. Each teaching position designated as special assignment shall be accompanied by a job description detailing the position's specific performance responsibilities. Instruction of students must comprise a portion of the job description, even if other components of the position range into areas not normally associated with an instructional teaching assignment.

When a special assignment position is established, the position must be posted so all interested and qualified members of the bargaining unit may apply. An annual review of each special assignment position shall occur. The Association President or his/her designee shall be consulted during and involved in this review. When appropriate, an updated job description shall be written. Should the fundamental nature of a special assignment position change, it shall be re-posted. When a teacher completes work in such a position, he/she shall be able to resume his or her previous regular teaching assignment.

ARTICLE III - NEGOTIATION PROCEDURE

- A. The Board and the Association agree to bargain in accordance with Title 26, Chapter 9-A and Title I, Section 405, D. for a successor agreement.

- B. Any news releases shall be jointly released except as provided in Title 26, MRSA, Section 974.

ARTICLE IV - GRIEVANCE PROCEDURES

A. Definitions

1. "PR & R" means Professional Rights and Responsibilities Committee of the Association.
2. "Grievance" shall mean a complaint by a teacher or the Association that there has been a violation or inequitable application of any provisions of this contract, excepting any provisions which have been determined to be a matter of educational policy by a ruling from either the MLRB or the courts.
3. "An Aggrieved Teacher" is the teacher or teachers making the claim.
4. "Party in Interest" is the teacher or teachers making the claim and any teachers who might be required to take action or against whom action might be taken in order to resolve the claim.
5. "Days" shall mean working school days, excepting that between the end of one school year and the beginning of the next school year, "days" shall mean regular weekdays Monday through Friday, excepting legal holidays.
6. "Week" is defined as a specific teacher's work week.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which from time to time may arise affecting the terms and conditions of employment of teachers.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the Administration, and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association PR & R representative within his/her area assist him/her in further efforts to resolve the matter informally with the Principal or other appropriate Administrator.

C. Time Limits

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

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 limit 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 possible. The process may be stopped only by mutual agreement.
3. In all cases, a grievance must be filed within thirty (30) days after the teacher first knew or should have known of the incident precipitating a grievance. Failure to adhere to this time limitation will foreclose an individual from pursuing his/her remedies through the established grievance procedure.
4. If the Principal/Administrator fails to respond in the allotted times; the grievance will automatically move to the next level.

D. Formal Procedure

1. Level 1 - School Principal ---

- a. An aggrieved teacher shall attempt to resolve a dispute through informal channels. He/she may present a formal grievance in writing to the Principal or other appropriate Administrator, after consulting with the Association.
- b. The Principal/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 teacher, with copies to the Chairman of the Association's PR & R Committee and the Superintendent.

2. Level 2 - Superintendent of Schools ---

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level 1, he/she must within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association's PR & R Committee for referral to the Superintendent.
- b. The PR & R Committee shall within five (5) days after receipt, refer the grievance to the Superintendent; but prior to doing so, the Committee shall provide an opportunity for the aggrieved teacher to meet with the Committee to review the grievance and to determine appropriate documentation.
- c. The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved person and with representatives of the PR & R Committee for the purpose of resolving the grievance. A record of such meeting shall be kept by the Superintendent and shall be available to any party in interest upon written request.
- d. The Superintendent shall, within three (3) days after the meeting, render his/her decision and the reasons for the decisions, in writing, to the aggrieved teacher, with a copy to the PR & R Committee.

3. Level 3 - Board of Directors ---

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level 2, he/she must, within three (3) days after the decision or within six (6) days after the meeting, file the grievance again with the Association's PR & R Committee for appeal to the Board of Directors.

- b. The PR & R Committee shall, within three (3) days after receipt, refer the appeal to the Board of Directors.
 - e. The Board of Directors shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved teacher and with representatives of the PR & R Committee for the purpose of reviewing the grievance.
4. Level 4 - Impartial Arbitration ---
- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level 3, he/she must within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
 - b. The Association shall, within five (5) days after receipt of such request, if the PR & R Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by notifying the Board in writing.
 - c. With the exception of Teacher Non-Renewal (see Appendix A), the Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon the arbitrator within five (5) days, the party requesting the arbitration shall file a demand for arbitration with the American Arbitration Association; and the Arbitrator shall be selected in accordance with the American Arbitration Association's procedures.
 - d. The arbitrator selected shall confer promptly with the representatives of the Board and of the PR & R Committee; shall review the record of the prior hearings; and shall hold such further hearings with the aggrieved teacher and other parties of interest, as he/she shall deem requisite.
 - e. The arbitrator shall, if reasonably possible, within ten (10) days after the hearing, render his/her decision in writing to all parties in interest, setting forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions, which require the commission of any act, prohibited by Law, or which violates the express terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

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

E. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at Levels 2 and 3 of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or

by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

3. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure period.

F. Miscellaneous

1. If, in the judgment of the PR & R Committee, a class grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though no aggrieved teacher wishes to do so.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
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 V - TEACHER RIGHTS

- A. 1. No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. This subsection shall not apply in cases of non-renewal or dismissal of teachers who are classified as probationary under state statute.
 2. No continuing contract teacher shall be dismissed or suffer non-renewal without just cause.
 3. Any such action taken by the Board or any agent or representative thereof under this section shall be subject to the grievance procedure herein set forth before such action shall become final. This subsection shall not apply in cases of non-renewal or dismissal of teachers classified as probationary under state statute.
 4. The provisions of the above numbers 1, 2, and 3 parts of this subsection do not apply to coaches or directors of activities listed in Schedule B, or to Department Heads listed in Schedule C, or to Curriculum Area Leaders listed in Schedule F of this Negotiated Agreement. The intent of this stipulation is to exempt coaches, directors of activities, and Department Heads from just cause provisions for their coaching, activity, and chairman positions only.
- B. 1. Any teacher required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in her/his office, position or employment or the salary or any increments pertaining thereto, shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise her/him and represent her/him during such meeting or interview. Any suspension of a teacher pending charges by the Board shall be with pay.
 2. The boundaries between professional and personal life of a teacher are outlined in Board Policy GBEA: Staff Protection.
- C. 1. A seniority list shall be established by the Board listing all teachers covered by this Agreement with the individual having the greatest seniority listed first. This list will be provided to the President of the Association by October 31st of the contract year. Seniority shall be based on the teacher's date of hire as a teacher in this district. When two or more teachers have the same seniority, the total teaching experience of each teacher will determine the order of their seniority, with the teacher having the longest total teaching experience listed first. In the event of a reduction in or elimination of teaching positions, when two or more teachers who are equal in seniority and in total teaching experience cannot be distinguished on the basis of certification, training, and experience, the Board will determine on the basis of evaluations, as described in Article XIII of this contract, the order in which said teachers would be laid off.

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: Teachers shall be laid off in inverse order of seniority, except as modified hereinafter. A less senior teacher may be retained and the next least senior teacher laid off if based on current certifications, experience, effectiveness rating and training, the less senior teacher is clearly more qualified to provide the programs to be retained. When a less senior teacher is retained and the next least senior teacher is laid off, the Board will provide its rationale for the decision to the Association.

Except as described in the next sentence, any teacher who occupies a part-time position is not eligible to assume a full-time position as a result of reduction-in-force activity. Notwithstanding the foregoing sentence, any full-time teacher who occupies a part-time position as a result of a prior reduction-in-force shall retain the right to re-assume a full-time position should a vacancy arise for which the teacher is qualified.

Article IV of the Negotiated Agreement is in force in connection with this procedure and with any determination made in accordance with this procedure.

3. Procedures: Any notice of layoffs given by the Board shall include the timetable for implementing the Reduction-In-Force, reasons for the Reduction-In-Force, and reasons for the selection of that individual.
4. Recall:
 - a. All teachers involved in any Reduction-In-Force shall be considered to be on temporary lay-off, when terminated.
 - b. The Board shall mail to the Association and to each teacher who has been laid off and who retains his/ her preferential recall rights, a list of existing and anticipated vacancies as soon as each opening is known. Teachers who wish to be considered for any such vacancy shall so inform the Superintendent within ten (10) calendar days of the date of the notification letter. If a teacher has refused a position for which he/she is qualified, his/her name shall be removed from the recall list.
 - c. Teachers shall be recalled in reverse order of layoffs when vacancies become available for which the teacher is qualified.
 - d. While the lay-off continues, no new hires shall occur except where:
 1. No teacher on lay-off is qualified to fill the vacant position. or
 2. No qualified teacher on lay-off has applied for the position.
 - e. A teacher shall be eligible for recall beginning with the date of notification of lay-off and ending twenty-four (24) months from the effective date of the lay-off.
 - f. While on temporary lay-off, a teacher on recall shall be eligible to update and resubmit his/her qualifications each year prior to the April 1 deadline.
 - g. All notification of lay-offs and of job vacancies will be by registered mail.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question may approve, upon being notified in advance of the time and place, all such planned meetings.
- B. The Association shall have the right to use school facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to use.
- C. The Association shall have, in each building, the right to use the bulletin board in a central location in each faculty room for Association business.
- D. The Association shall have the right to use telephones in any school so long as all costs are borne by the Association.
- E. The parties will establish a joint Professional Issues Committee to provide a problem-solving setting to deal with day-to-day problems or concerns regarding the workplace or other matters assigned to the Committee.

The Committee will consist of two (2) representatives appointed by the Association and the Superintendent and another Administrator. The Committee will be co-chaired by both parties. The chairs will agree on an agenda before each meeting.

Meetings will be held monthly while school is in session, although either chair may call special meetings with the concurrence of the other chair.

The Professional Issues Committee has no authority to add to, delete from, or modify this Agreement.

ARTICLE VII - SCHOOL CALENDAR

The scheduled employment year for teachers on continuing contract shall be 183 days (175 instructional days/ 8 professional development days). The scheduled employment year for first year probationary teachers shall be 186 days (175 instructional days/ 8 professional development/3 non-instructional workdays). The scheduled employment year for second year probationary teachers shall be 185 days (175 instructional days/ 8 professional development/2 non-instructional workdays).

Teachers shall be compensated for all voluntary work days beyond the scheduled year at their per diem rate if those days ask for instructional or other primary performance responsibilities comparable to those required during the scheduled work year. Teachers shall be compensated twenty-five (25.00) dollars an hour for voluntary non-instructional work approved by administration beyond the scheduled work year.

Exceptions to this policy are as follows:

1. All routine end-of-year work not completed within the teacher's scheduled work year is required to be satisfactorily completed and turned in within three (3) work days immediately following the end of that year.
2. The Association shall be consulted at least ten (10) days before final action is taken by the Board on the school calendar. A Calendar Committee created annually by the Superintendent will recommend a school calendar for the ensuing school year to the Board of Directors. The Committee will consist of representatives from the Board, Administration, the Association and a Student Representative to the Board of Directors. The results of the initial reading of the recommended calendar by the Board will be reviewed by the Calendar Committee prior to Board consideration of the calendar at a subsequent meeting.
3. Teachers may work outside the scheduled calendar year through a provision for "flexible" scheduling, that is, the exchange of a calendar-scheduled work day for a work day not scheduled in the calendar. These exchanged days may be of a voluntary or involuntary nature and are distinct from the voluntary paid days articulated in the second paragraph of this article. Because "flex" days are in lieu of instructional days and/or professional development days of importance to the District, their provision and authorization is required by the school principal or program leader with serious consideration given to the loss of teacher instruction and/or significant professional development. When of an involuntary nature, these days will be limited to eight (8) and will fall within the two weeks prior to the start of the student year and/or two weeks after the close of the student year as determined by the administration. When of a voluntary nature, these exchanged days may be scheduled beyond the above two-week limitations.
4. The Administration and teacher shall jointly notify the PR&R Chairperson of the teacher participation in such voluntary work, specifying days worked. The teacher's remaining work year will be mutually agreed to by teacher and Administration and determined in a reasonable time.
5. Teachers may be contracted by the District to work their required 183 (or 186, 185 if probationary, see above) work days on days other than those defined by the school calendar, or to work their required school day at times other than those defined by the regular school day. Such contracts will be determined at the time of employment or by May 1 of the preceding school year. Administration will consult with the Association and the affected teacher concerning positions for which such time frames will be involved.

ARTICLE VIII - TEACHING HOURS AND TEACHING LOAD

A. It is recognized that teachers are professional, salaried employees and will spend sufficient time both in and out of the building to meet the requirements of the job. It is also recognized that those requirements may differ depending on the job description and teaching level, but that an eight (8) hour day at school is common. All staff development days are eight (8) hour work days, including lunch and break as determined by the Principal. Unless otherwise directed, all teachers will report at least twenty (20) minutes prior to the opening of the pupils' school day and must stay at least twenty (20) minutes after the close of the pupils' school day.

In the event that a teacher or teachers believe that the professional requirements as determined by the building principal are arbitrary or excessive, the teacher or teachers shall report their concerns to the Superintendent who has the authority to determine the appropriateness of said requirements.

Teachers will be provided a twenty (20)-minute duty-free lunch. On delayed student start days, teachers will be expected to arrive a minimum of one (1) hour prior to the start of the student school day.

- B. 1. Teachers may be required to attend faculty meetings, professional meetings, or educational activities totaling no more than three (3) hours a month, without additional compensation, either prior to the teacher work day or after the end of the student day. Such meetings shall be scheduled immediately prior to the teacher work day or begin no later than fifteen (15) minutes after the dismissal time and shall run for no more than sixty (60) minutes unless extended by mutual consent. Emergency meetings may be called at any time at the discretion of the principal.
2. An Association representative may speak to the teachers at any meeting referred to in Paragraph B.1., either preceding or immediately after the regularly scheduled meeting.
3. Classroom teachers shall have preparation time during which they will not be assigned any other duties.

C. Exceptions to the provisions of Sections A and B above may be made only in the case of emergency. The Association should be notified in such instances.

D. Full and part-time teachers may be required to be present up to twenty-two (22) times per year without additional compensation for the purpose of attending meetings concerning the programs and/or status of individual students. Any teacher required to be present shall be consulted in connection with the scheduling of these meetings. Such meetings include but are not limited to Individual Education Plans (IEPs), 504, Child Study, and Student Assistance Team meetings. Every effort will be made to schedule meetings no earlier than forty-five (45) minutes prior to the student day and no later than 10 minutes after the student day. Teachers are not required to remain in attendance at the after- school meetings for more than sixty (60) minutes.

E. Elementary and middle school teachers scheduled for system-wide semi-annual parent-teacher conferences will be compensated within the work year by two workdays, noted on the calendar. Secondary teachers will be compensated one day for two evenings of student progress parent-teacher conferences. Teachers not scheduled for parent-teacher conferences shall work at a time and on tasks as approved and designated by their building administrator or program leader to earn the equivalent of parent-teacher conference compensation time.

F. The Board of Directors expects continuing contract teachers to be trained in the mentoring and coaching skills necessary to support teachers in the certification/recertification process as described in the State-approved M.S.A.D. No. 75 Certification Council by-laws and to serve, when asked, in this capacity. The District will provide the necessary training. Teachers serving in support of a fellow teacher's certification will be paid as provided in this agreement.

Continuing contract teachers may be asked by building principals to help orient teachers new to M.S.A.D. No. 75 to both the school and the District. Such help will be strictly voluntary and will not be paid under this agreement.

ARTICLE IX - NON-TEACHING DUTIES

- A. Every reasonable attempt shall be made to have aides and secretaries perform clerical functions and custodians perform custodial functions.
- B. Collection of funds for the following activities shall be barred from the classroom
 - 1. Activities in which all pupils are expected to participate which should be legitimately financed by the Board.
 - 2. Activities which have no educational objective, as determined by the Board.
- C. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily; however, with the advance approval of her/his principal, or immediate supervisor, provided the teacher shows evidence of adequate insurance coverage. He/she shall be compensated at the current State of Maine reimbursement rate for the use of her/his own automobile.
- D. Teachers are encouraged to participate in the extracurricular life of the students. Teachers may be required to supervise one (1) scheduled extracurricular event such as a concert, play or athletic contest, per year. Teachers will be given reasonable notice of such assignments, depending on the circumstances.

Teacher participation in overnight or weekend trips shall be voluntary.

- E. Teachers who hold stipend positions shall do so voluntarily and shall be compensated at the rate of pay established for such activities. Positions are for one (1) year only, and continuation in such positions by a teacher shall be voluntary. When a vacancy occurs, preferential consideration shall be given to teacher applicants within a pool of comparably qualified candidates.

ARTICLE X - TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her proper step of the salary schedule.
- B. Teachers with previous experience in M.S.A.D. No. 75 of one (1) school year or more shall, upon returning to the system, receive full credit on the salary scale for all outside experience acceptable to the Board, such as up to two (2) years of military service experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work, and time spent on a Fulbright Scholarship. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon return to the system, be restored to the next position on the salary scale schedule above that at which they left, provided they had completed one hundred and twenty (120) teaching days at that level.
- C. Continuing contract status teachers shall be notified of the renewal or non-renewal of their contract No later than February 27. Probationary teachers shall be notified of the renewal or non-renewal of their contract and salary no later than the date specified by Law. It is understood that salary can be reported only if negotiations are complete.
- D. A teacher may resign by submitting written notice at least (sixty) 60 days in advance.
- E. Retired rehired teachers
 - 1. Retired teachers will be hired as probationary.
 - 2. Those provisions in Article V- Teachers Rights that do not apply to teachers classified as probationary under state statute would not apply to “hired/retired” teachers.
 - 3. Seniority will be established as if it were the teacher’s first year in the District.
 - 4. Salary will be established per years of experience on the salary scale.
 - 5. Sick leave accrual begins as if the teacher were new to the system.
 - 6. If the retired teacher is a retiree from M.S.A.D. No. 75 and the retirement is within one year of the hire, evaluation will proceed under the process defined for continuing contract teachers in the M.S.A.D. No. 75 teacher evaluation process.
 - 7. Any state employee or teacher who retires and is rehired is entitled to school sponsored insurance in accordance with MRS Title 5, §17859.

ARTICLE XI - SALARIES

- A. Salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof. Additional pay for extracurricular activities and experience in the associated positions are set forth in Schedules B, C and E, which are attached hereto and made a part hereof. Course reimbursement is covered by attached Schedule D. Additional Pay for certification activities is set forth in Schedule E, which is attached hereto and made a part hereof
1. The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Friday, beginning with the second Friday following Labor Day. A teacher may choose to receive the balance of his/her contract salary prior to the close of the fiscal year ending June 30, in one lump sum, if such desire is indicated in writing with the submission of a salary election form by August 31 of the previous year. Proper payroll deductions shall be made from her/his check for health insurance, retirement and other authorized deductions so as to afford coverage for the individual until the first deduction the following fall.
 2. When a pay day falls on a Federal holiday teachers will receive their pay by direct deposit on the day prior to the Federal Reserve Holiday.
 3. Teachers must take advantage of Direct Deposit Services, offered via electronic transmission to banks participating in the New England Automated Clearing House (NEACH). Some participating banks, however, may not post paychecks until the Saturday following the Friday payroll.
 4. A teacher seeking to pursue National Board for Professional Teaching Standards Certification may apply for a scholarship to fund his/her application. Current District Teachers who received NBPTSC local compensation from this District during the 2015-2016 school year will be compensated at three thousand three hundred dollars (\$3,300) per year for the three years of this contract.
 5. Placement on the salary scale will be determined according to School Board Policy GBD.

ARTICLE XII - TEACHER TRAVEL

- A. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current State of Maine reimbursement rate. Such travel shall consist of all driving on school business minus the round trip from the teacher's home to the nearest school at which he/she works that day. A form for this purpose shall be available through each building principal.

ARTICLE XIII - TEACHER EVALUATION

All teachers have the responsibility to continually enhance their practice and to stay current in subject matter and pedagogical approaches by reflecting and acting on feedback received, accessing professional development opportunities provided, and collaborating with colleagues to enhance instruction. The District will follow the process in the PEPG plan approved by the School Board pursuant to Maine law and Department of Education rules.

1. All monitoring or observations of a teacher's classroom performance shall be conducted openly and with the knowledge of the teacher. To the extent practicable, monitoring or observation of the teacher's non-classroom performance shall be conducted openly and with knowledge of the teacher. The professional conduct of teachers in the scope of their employment, including but not limited to the execution of classroom performance responsibilities, is subject to supervision and evaluation.
2. Teachers shall only be evaluated by people trained to evaluate Performance and Professional Growth. (Superintendent, Assistant Superintendent, Principal, Assistant Principal, Director of Special Services, Special Services Coordinator and Department Head) This evaluation will be conducted in accordance with the Board-approved Teacher Evaluation plan.
3. There will be a minimum of two (2) written observations and one (1) summative evaluation for probationary teachers per contract year.
4. Continuing contract teachers at a minimum shall be evaluated on a three-year cycle. A more frequent review will be conducted as determined by the principal or other authorized personnel.
5. A teacher shall be given copies of minutes of meetings conducted in connection with evaluation within ten (10) days of the meeting.
6. No evaluation report shall be filed in a teacher's personnel file unless the teacher receives a copy of said report. Either the teacher or the evaluator may request a conference to discuss the evaluation report.
7. A probationary teacher shall receive a comprehensive summary of his/her evaluation reports and teaching performance prior to the issuance of his/her contract. Such reports shall refer to specific strengths, weaknesses, and suggestions for improvement.
8. No derogatory material regarding a teacher's conduct, performance, service, character, or personality shall be placed in his personnel file without his/her knowledge. The teacher has the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his designee and the Principal and attached to the file copy.
9. A teacher shall have the right to review the contents of her/his personnel file upon written request and to copy at his/her expense any documents contained therein.

10. At least once every three years, a teacher shall have the right to indicate those documents and/or materials in his/her file which she/he believes to be obsolete or inappropriate to retain. Such documents shall be reviewed by the Superintendent or her/his designee; and if in the opinion of the Superintendent or her/his designee they are determined to be obsolete or inappropriate to retain, they shall be destroyed.
11. No separate personnel file shall be established which is not available for the teacher's inspection.
12. Any written or electronic communication regarding a teacher made to any member of the Administration by a parent, student, or other person, which is used in evaluation, shall be promptly investigated and called to the attention of the teacher; and the source of the communication shall be made known to the teacher. If in the form of an electronic communication, the originating subscriber's identification must be validated.
13. It shall be the policy of all administrative and supervisory personnel to keep teachers informed of significant communications from the community which affect them as teachers.

ARTICLE XIV - LEAVE POLICY

- A. Sick Leave - All teachers employed shall be entitled to fifteen (15) days sick leave each school year, which shall be in addition to any accumulated sick leave, as of the first official day of said school year, whether or not they report for duty on that day. Unused leave shall be accrued from year to year, up to one hundred sixty (160) days. Teachers are provided their balance of accrued sick leave on each biweekly pay statement.

If a question arises concerning an abuse of sick leave, the Superintendent may require the teacher to provide a certification of illness from a physician of the Superintendent's choosing at District expense. Failure to provide a physician's certificate, upon request covering the day(s) in question, will result in loss of per diem pay for said day(s).

Teachers who find they must be absent to attend to a sick member of the household (family, dependent, or otherwise) should report their absences as such. Sick leave for other family members is granted only at the discretion of the Superintendent.

The Board recognizes its obligation under the Family Medical Leave Act, which, according to Law, applies only to those teachers who have worked one thousand two hundred fifty (1,250) hours or more (excluding sick leave and personal leave) in the twelve (12) months preceding any circumstance to which the Act may apply. More information about Family Medical Leave may be found in the M.S.A.D. No. 75 Employee Handbook.

- B. As of October 15, any teacher who has contributed to the sick bank shall be eligible for additional sick leave days when the teacher's illness shall have exhausted all of the teacher's accumulated regular sick leave. Sick bank leave is to be used for extended or catastrophic illness. The sick bank shall be administered as follows:
1. Eligibility to use the bank shall be reserved for those teachers making their initial contribution prior to October 1. First-year probationary teachers, as defined by this contract in Article II, will become eligible to join and access the sick leave bank upon completion of six (6) months of employment with M.S.A.D. No. 75.
 2. A teacher shall be considered a perpetual member after initial contribution and will not be required to contribute another sick day to maintain membership unless said teacher should use the sick bank. Use of the sick bank shall require giving of another sick day to maintain membership.
 3. The maximum number of supplemental sick leave days allowed under this section shall be thirty-five (35) days per teacher per school year.
 4. The administration of the sick bank shall be the responsibility of the Board under the same conditions that govern the regular sick leave provision.

- a. The approval of sick bank use shall be the responsibility of the Sick Bank Committee, comprised of two sick bank members appointed by the Association, and the Superintendent or his/her designee.
 5. As soon as possible after November 15, the Superintendent shall provide to the Association an update of additions of teachers participating in the sick bank; and the Superintendent shall notify the Association each time a teacher uses the bank indicating the teacher and the number of days withdrawn.
 6. The maximum accumulation of sick leave bank days will not exceed one and one-half (1½) times the total number of participating members. When accumulated sick leave bank days fall below a number equivalent to fifty percent (50%) of the participating members, each member will be required to contribute one (1) sick leave day. The total accumulation of the allowable days shall be carried over to each succeeding year.
 7. This section shall not apply to maternity leave.
- C. 1. Earned Paid Leave - A full-time employee will be allowed five full days of Earned Paid Leave (“EPL”) each school year. Employees are not required to disclose the reason for using planned EPL.

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

- a. **Planned Purpose:** To use EPL, the employee will provide written notice of their intent to use EPL at least five (5) days in advance for a purpose that can be planned. Planned EPL cannot be used on the days immediately before or after holidays or school vacations or any other day(s) that would cause an undue hardship to the District. The District understands that there are some instances when the scheduling of significant family matters is outside of the control of the employee. The Superintendent may grant exceptions to the prohibited days immediately before or after holidays or school vacations, always balancing the needs of the District with the needs of the employee.
- b. **Unplanned/Emergency Purpose:** EPL may be used for an emergency 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 District as soon as practicable. The employee may be asked to provide an explanation or reasoning demonstrating the necessity of using unplanned/emergency EPL.

Unused EPL is not rolled over to the next contract year. At the end of the contract year, any unused EPL days may be accrued by the employee as sick days, provided that no more than 15 days of accrued sick days roll over to an employee’s accrued sick time per year. EPL will not be paid out upon separation of employment, except as accrued sick time in accordance with this Agreement.

2. Bereavement Leave - Bereavement leave with pay shall be granted upon request for up to five (5) days at any one time in the event of a death of an employee's family member (spouse, domestic partner, child, step child, son and daughter-in-law, parent, mother and father-in-law, brother, sister, brother and sister and brother-in-law), and any other member of the immediate household. Additional leave may be granted at the discretion of the Superintendent.

3. Special leave may be granted at the Superintendent's discretion when circumstances warrant special consideration.

D. Retirement Bonus - Upon retirement (The employee begins PERS benefits), a teacher shall be paid for his/her accumulated sick leave (up to 160 days), over and above regular compensation at the rate of \$45.00 per day after 15 years of continuous service as a teacher in the District. Payment will only be issued provided a written letter of retirement from the employee is submitted to the Superintendent no later than **March 31st** of the year of retirement. Exceptions may be granted by the Superintendent in cases of extreme emergency.

E. Professional Conferences and Visiting Days - Leaves not to exceed three (3) school days, with full pay but no expenses, may be granted by the Superintendent to teachers for attending conferences or important professional meetings that will contribute to meeting the specific goals of the District and/or school. A fourth day will only be granted for visitation to another teacher's classroom. Each teacher shall submit a properly-executed request form and furnish a report to the Superintendent following the conference or visit.

F. Subpoena -

1. If a teacher is subpoenaed to appear in Court as a witness; the absence from the classroom is not to be regarded as part of the annual sick leave; and the teacher will receive the difference between the per diem pay as a witness and the per diem pay as a teacher.
2. If a teacher is required to serve on a jury; the teacher will receive the difference between the per diem pay as a juror and the per diem pay as a teacher.

G. Other Circumstances - The Superintendent may grant special leave to professional staff members when circumstances not herein covered warrant special consideration. The District will follow State and Federal Medical Leave Act laws. Please refer to the Family Medical Leave policy in the M.S.A.D. No. 75 Employee Handbook.

H. Extended Leaves of Absence -

1. The Board agrees that one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
2. A teacher may use up to twelve (12) calendar weeks of leave either upon the birth or adoption of a minor child.

The twelve (12) calendar weeks of leave shall commence at the time of the birth or adoption.

A maximum of sixty (60) accrued sick days may be used during the twelve (12) weeks of leave, provided the sick days are used when the school is in session.

3. The Board may grant a leave of absence without pay to any teacher when the Board determines that circumstances warrant it.

If a teacher notifies the Superintendent of his/her desire to return to active employment within sixty (60) days, said teacher shall, after receipt of the notice, be assigned to the same position. If that position is no longer in existence, said teacher shall be assigned to a substantially equivalent position.

4. Any approved extended unpaid absence shall call for a salary and health and dental insurance deduction computed at 1/183^d of the annual contract for each such absence. Prorated for part- time teachers.
 5. Part-time employees will receive leave benefits based on a prorated amount equal to the teacher's contracted portion of full-time.
- I. In cases of injury covered under the Workers' Compensation Act, a teacher will receive from his/her accumulated sick leave the difference between the amount of his/her regular pay and the amount received as Workers' Compensation. The difference shall be charged on a prorated basis to the teacher's accumulated sick leave and shall cease when the teacher's sick leave is exhausted.
 - J. Teachers on extended leaves of absence are to notify the Superintendent of Schools by **January 15th** of their intention to return to active employment for the next school year. A teacher who fails to give timely notice to return to work from a leave of absence will be deemed to have resigned.
 - K. Certified teachers who have accumulated sick leave in the teacher's immediate past position in a public school system within the State may transfer that sick leave and maybe credited for up to twenty(20) days of that sick leave upon achieving continuing contract status in M.S.A.D. No. 75, provided that there has been no break in service in the teacher's public school employment within the State and that the teacher was eligible to receive sick leave in his/ her previous position at the time of his/her termination of employment.

ARTICLE XV -DUES - DEDUCTIONS FROM SALARY

The Board agrees to deduct from teachers' salaries money for local, State and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies to such associations within the capacity of the computer system. The Association shall certify to the Board in writing the current rate of local, State and national member dues. In the event that any association changes the rate of its membership dues, the local association shall give its membership and the Board written notice prior to the effective date of such change.

Deductions will be made in twenty-four (24) equal installments.

ARTICLE XVI — INSURANCE

1. HEALTH INSURANCE -

The Board and Association will continue to investigate health insurance plans with the long-term goal of obtaining sound health insurance at a lesser cost. These investigations will include consideration of the experiences of school boards and employee groups using such plans. In addition, the Board and Association, as a part of the investigations, will examine options under which the costs of health insurance premiums are to be shared by the Board and the insured.

For year One of the contract (2022-2023); the Board will pay 94% of the MEA Anthem Choice Plus premium for those who choose “single” coverage, 94% of the MEA Anthem Choice Plus premium for teachers who choose “adult with child(ren)” coverage, and 94% of the previous year’s MEA Anthem Choice Plus premium for teachers who choose “two adults” or “family” coverage.

Teachers who choose the MEA Anthem Standard Plan will be required to pay the difference between the Choice Plus and Standard premiums.

For year Two of the contract (2023-2024); the Board will pay 93% of the MEA Anthem Choice Plus premium for those who choose “single” coverage, 93% of the MEA Anthem Choice Plus premium for teachers who choose “adult with child(ren)” coverage, and 93% of the previous year’s MEA Anthem Choice Plus premium for teachers who choose “two adults” or “family” coverage.

Teachers who choose the MEA Anthem Standard Plan will be required to pay the difference between the Choice Plus and Standard premiums.

For year Three of the contract (2024-2025); the Board will pay 92% of the MEA Anthem Choice Plus premium for those who choose “single” coverage, 92% of the MEA Anthem Choice Plus premium for teachers who choose “adult with child(ren)” coverage, and 92% of the previous year’s MEA Anthem Choice Plus premium for teachers who choose “two adults” or “family” coverage.

Teachers who choose the MEA Anthem Standard Plan will be required to pay the difference between the Choice Plus and Standard premiums.

Part-time employees will receive a premium based on the percent of time they are employed, only to the degree that the insurer will provide coverage for part-time employees.

1. A teacher who elects to be covered under alternative coverage outside the District will be paid 20% of the premium associated with the “single” Choice Plus coverage. The teacher must submit a request in writing to the Human Resources Department no later than the fifth (5th) student day of each school calendar year, providing documentation of alternative medical coverage. There will be no exceptions to this deadline.

2. DENTAL INSURANCE -

The Board will pay one hundred percent (100%) of a single subscriber monthly premium from a carrier selected by the Board for all full-time employees. Part-time employees will receive a premium based on the percent of time they are employed, only to the degree that the insurer will provide coverage for part-time employees.

The responsibility of a teacher’s deduction will be both the Board’s and the teacher’s. The teacher will be responsible for making the District whole if the deduction taken has been miscalculated to the benefit of the teacher, and the District will make the teacher whole should the miscalculation benefit the District.

ARTICLE XVII - HEALTH AND SAFETY ARTICLE

- A. The District shall comply with applicable provisions of Federal, State and local laws with respect to employment, safety and health, insofar as they pertain to the working conditions of employees.
- B. A Safety and Security Committee composed of two (2) representatives of the Board or its delegates and two (2) representatives of the Association shall be established. The Committee shall meet at least twice a year or as necessary and shall make recommendations to the Board regarding health, safety, and security matters.
- C. No employee shall be required to work under conditions which unreasonably expose him/her to imminent danger of injury, death or damage to his/her health. An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible.
- D. The District shall require safety equipment as required by OSHA, including personal protective equipment.
- E. In the event a teacher is, in the course of his/her teaching assignment or other professional duties, physically harmed or put in fear of harm by a student, former student, visitor, parent or other staff member, the teacher may request time off to recuperate and will be allowed to use his/her sick leave to the extent it is medically necessary. In the event the employee has exhausted his/her sick leave, the employee may, upon forwarding certification by a physician, request additional leave with pay to the extent that such leave is not covered by insurance or the sick leave bank. The District agrees to pay fifty percent (50%) of the uninsured counseling expenses up to a maximum of two hundred dollars (\$200) per teacher per twelve (12)-month period for all counseling attributable to the incidents described in this subparagraph.
- F. For any loss or damage to a teacher's personal property used in connection with their teaching in excess of fifty dollars (\$50) the District will pay the lesser of:
 - 1. The difference between the amount of such loss or damage and fifty dollars (\$50) but not exceeding two hundred dollars (\$200),
 - 2. The difference between the amount of the teacher's insurance deductible and fifty dollars (\$50), but not exceeding two hundred dollars (\$200).

No amount shall be payable unless:

- 1. the teacher provides a statement describing the item,
- 2. the loss or damage was incurred during the course of the teacher's duties,
- 3. the teacher is unable to be compensated for the loss or damage under a policy of insurance or from the individual or parents of the individual who caused the damage,

4. there was prior notification to the supervisor that the item was in the teacher's possession,
5. the teacher took reasonable care to protect the item,
6. the District was notified within one (1) week of the loss or damage, and
7. The loss was not attributable to the carelessness of the teacher.

The District liability under sub-section F. in any fiscal year shall cease upon payments totaling two thousand dollars (\$2,000.00).

ARTICLE XVIII - DURATION OF AGREEMENT AND POLICY STIPULATION

A. This contract shall be in effect as of September 1, 2022, and shall continue in effect until August 31, 2025, subject to the Association's right to negotiate over a successor contract as provided under our negotiated agreement between the Board of Directors and the Merrymeeting Teachers Association. In the event that collective bargaining pursuant to M.R.S.A. Title 26 shall not have been successfully completed prior to the expiration date herein provided, the parties hereto specifically agree that the present contract, including the grievance procedure under Article IV, shall remain in full force and effect until a new contract shall have been negotiated. All salaries and fringe benefits will remain unchanged until a new agreement is negotiated.

The Board agrees to recognize the teachers covered by this contract as the bargaining unit for the purpose of negotiating a successor agreement in accordance with the provisions of Article III hereof, said negotiations to begin no later than October 15, 2024, and conclude no later than February 15, 2025, unless the Association and Board mutually agree to extend the negotiations. If there is no agreement to extend beyond February 15, the parties will be bound by the rules of Maine State Labor Relations.

The Board agrees to recognize the Association as bargaining agent for the teachers for the purpose of negotiating a successor agreement in accordance with the provisions of Article II hereof and within the time periods therein specified.

B. The following items have been agreed upon to be included in a Board of Directors Policy Statement of M.S.A.D. No. 75. Should policies be changed in the future, the Board agrees to meet and consult over these changes and negotiate any impact on wages, hours and working conditions.

1. Voluntary transfer and reassignment
2. Involuntary transfer
3. Promotions
4. Temporary leaves of absence
5. Extended leaves of absence
6. Maintenance of classroom control and discipline
7. Personal and academic freedom
8. Textbooks
9. Teacher dress

C. Should any article or provision of this contract be found contrary to Law, then such provision shall be declared null and void. The parties will meet not later than ten (10) days after such finding for the purpose of re-negotiating the provision or provisions affected. However, all other provisions shall continue in full force and effect.


IN WITNESSES WHEREOF, the parties hereto have caused this Agreement to be signed by their designated representatives on the day and the year written below.

MERRYMEETING TEACHERS ASSOCIATION:

By:  Date: 10/4/23
(President)

By:  Date: 10/4/23
(Chief Negotiator)

M.S.A.D. No. 75 BOARD OF DIRECTORS

By:  Date: 2023-10-03
(Chair)

By:  Date: 10-4-23
(Chief Negotiator)

*second copy
signed 10-2-23*

**SCHEDULE A:
Teacher Salaries**

M.S.A.D. No. 75

Level	2022-2023 Annual Salary				
	BA	BA+15	MA	MA+15	CAS
0	\$42,553	\$44,053	\$47,053	\$50,053	\$51,553
1	\$44,468	\$45,968	\$48,968	\$51,968	\$53,468
C	\$46,383	\$47,883	\$50,883	\$53,883	\$55,383
D	\$48,298	\$49,798	\$52,798	\$55,798	\$57,298
E	\$50,213	\$51,713	\$54,713	\$57,713	\$59,213
F	\$52,128	\$53,628	\$56,628	\$59,628	\$61,128
G	\$54,043	\$55,543	\$58,543	\$61,543	\$63,043
H	\$55,958	\$57,458	\$60,458	\$63,458	\$64,958
I	\$57,873	\$59,373	\$62,373	\$65,373	\$66,873
J	\$59,787	\$61,287	\$64,287	\$67,287	\$68,787
K	\$61,702	\$63,202	\$66,202	\$69,202	\$70,702
L	\$63,617	\$65,117	\$68,117	\$71,117	\$72,617
M	\$65,532	\$67,032	\$70,032	\$73,032	\$74,532
N	\$67,447	\$68,947	\$71,947	\$74,947	\$76,447
O	\$69,362	\$70,862	\$73,862	\$76,862	\$78,362
P	\$71,277	\$72,777	\$75,777	\$78,777	\$80,277
Q	\$73,192	\$74,692	\$77,692	\$80,692	\$82,192
R	\$75,107	\$76,607	\$79,607	\$82,607	\$84,107
S	\$77,022	\$78,522	\$81,522	\$84,522	\$86,022

Note: Levels 0 and 1 reflect years of experience. Lettered levels (C through S) may represent more than one credited year of experience.

**SCHEDULE A:
Teacher Salaries**

M.S.A.D. No. 75

	2023-2024 Annual Salary				
		\$1,500	\$4,500	\$7,500	\$9,000
Level	BA	BA+15	MA	MA+15	CAS
0	\$44,800	\$46,300	\$49,300	\$52,300	\$53,800
1	\$46,816	\$48,316	\$51,316	\$54,316	\$55,816
2	\$48,832	\$50,332	\$53,332	\$56,332	\$57,832
D	\$50,848	\$52,348	\$55,348	\$58,348	\$59,848
E	\$52,864	\$54,364	\$57,364	\$60,364	\$61,864
F	\$54,880	\$56,380	\$59,380	\$62,380	\$63,880
G	\$56,896	\$58,396	\$61,396	\$64,396	\$65,896
H	\$58,912	\$60,412	\$63,412	\$66,412	\$67,912
I	\$60,928	\$62,428	\$65,428	\$68,428	\$69,928
J	\$62,944	\$64,444	\$67,444	\$70,444	\$71,944
K	\$64,960	\$66,460	\$69,460	\$72,460	\$73,960
L	\$66,976	\$68,476	\$71,476	\$74,476	\$75,976
M	\$68,992	\$70,492	\$73,492	\$76,492	\$77,992
N	\$71,008	\$72,508	\$75,508	\$78,508	\$80,008
O	\$73,024	\$74,524	\$77,524	\$80,524	\$82,024
P	\$75,040	\$76,540	\$79,540	\$82,540	\$84,040
Q	\$77,056	\$78,556	\$81,556	\$84,556	\$86,056
R	\$79,072	\$80,572	\$83,572	\$86,572	\$88,072
S	\$81,088	\$82,588	\$85,588	\$88,588	\$90,088

Note: Levels 0, 1, and 2 reflect years of experience. Lettered levels (D through S) may represent more than one credited year of experience.

**SCHEDULE A:
Teacher Salaries**

M.S.A.D. No. 75

	2024-2025 Annual Salary				
		\$1,500	\$4,500	\$7,500	\$9,000
Level	BA	BA+15	MA	MA+15	CAS
0	\$47,233	\$48,733	\$51,733	\$54,733	\$56,233
1	\$49,358	\$50,858	\$53,858	\$56,858	\$58,358
2	\$51,484	\$52,984	\$55,984	\$58,984	\$60,484
3	\$53,609	\$55,109	\$58,109	\$61,109	\$62,609
E	\$55,735	\$57,235	\$60,235	\$63,235	\$64,735
F	\$57,860	\$59,360	\$62,360	\$65,360	\$66,860
G	\$59,986	\$61,486	\$64,486	\$67,486	\$68,986
H	\$62,111	\$63,611	\$66,611	\$69,611	\$71,111
I	\$64,237	\$65,737	\$68,737	\$71,737	\$73,237
J	\$66,362	\$67,862	\$70,862	\$73,862	\$75,362
K	\$68,488	\$69,988	\$72,988	\$75,988	\$77,488
L	\$70,613	\$72,113	\$75,113	\$78,113	\$79,613
M	\$72,739	\$74,239	\$77,239	\$80,239	\$81,739
N	\$74,864	\$76,364	\$79,364	\$82,364	\$83,864
O	\$76,989	\$78,489	\$81,489	\$84,489	\$85,989
P	\$79,115	\$80,615	\$83,615	\$86,615	\$88,115
Q	\$81,240	\$82,740	\$85,740	\$88,740	\$90,240
R	\$83,366	\$84,866	\$87,866	\$90,866	\$92,366
S	\$85,491	\$86,991	\$89,991	\$92,991	\$94,491

Note: Levels 0 through 3 reflect years of experience. Lettered levels (E through S) may represent more than one credited year of experience.

**SCHEDULE B:
EXTRACURRICULAR POSITIONS AND STIPENDS***
Revised: September, 2023

The Board and Teachers agree to the following process for determining stipend positions:

The Administration proposes positions to the Board of Directors.

The Board creates the position.

When the Board creates a new stipend position, including use of the elementary stipend reserve funds, the Superintendent will notify the Association within one week. Within ten days of the creation of a new position, a meeting date will be set for the purpose of amending the table in Schedule B to add the new position. The pay category of the new stipend position will be negotiated between the Superintendent, or their Designee, a negotiator appointed by the School Board and two members of the Association. Once the category has been approved by both the Board and the Association, the stipend will be added to the Stipend Positions table in Schedule B.

The Board approves the stipend pay category.

Stipends for extracurricular positions are a percentage of the Bachelor's Degree base salary. Categories are assigned remuneration percentages as follows:

Category:	Remuneration percentage
7	13%
6	10%
5	8%
4	6%
3	4%
2	2%
1	1%

Position holders with over three years of prior experience in the same position in this District receive an additional 15% (fifteen percent) increase in the stipend amount.

All District stipends will be reviewed on an annual basis.

The position and categories are as follows:

Stipend	Location	Category	% of the BA Base Salary
Advisory Program Coordinator	HS	7	13
Anime Club	HS	3	4
Art Club	HS	3	4
Assessment Coordinator	HS	7	13
Baseball 7th Grade Boys	MS	4	6
Baseball 8th Grade Boys	MS	4	6
Baseball Freshman Boys	HS	4	6
Baseball JV Boys	HS	5	8
Baseball Varsity Boys	HS	7	13
Basketball 7th Grade Boys	MS	4	6
Basketball 7th Grade Girls	MS	4	6
Basketball 8th Grade Boys	MS	4	6
Basketball 8th Grade Girls	MS	4	6
Basketball Freshman Boys	HS	4	6
Basketball JV Boys	HS	5	8
Basketball JV Girls	HS	5	8
Basketball Varsity Boys	HS	7	13
Basketball Varsity Girls	HS	7	13
Capstone Coordinator	HS	3	4
Cheerleading Varsity	HS	5	8
Chemical Storage Room Manager	HS	5	8
Chemical Storage Room Manager	MS	3	4
Civil Rights and Social Justice League	HS	3	4
Class Advisor - 10th grade	HS	4	6
Class Advisor - 11th grade	HS	5	8
Class Advisor - 12th grade	HS	6	10
Class Advisor - 9th grade	HS	4	6
Cross Country Head 6-8th Grade G&B	MS	4	6
Cross Country Varsity 9-12th Grade G&B	HS	7	13
Cross Country Assistant 6-8th Grade	MS	3	4

Drama (1)	HS	7	13
Drama (2)	HS	7	13
Drama Coach	MS	3	4
Envirothon	HS	4	6
Field Hockey 7th Grade	MS	4	6
Field Hockey 8th Grade	MS	4	6
Field Hockey Varsity 9-12th Grade Girls	HS	7	13
Field Hockey JV 9-12th Grade Girls	HS	5	8
Football Head Varsity 9-12th Grade Boys	HS	7	13
Football Assistant JV 9-12th Grade Boys	HS	5	8
Football Assistant Freshman Boys	HS	5	8
Football Assistant JV 9-12th Grade Boys	HS	5	8
Gay/Straight Alliance	HS	3	4
Golf Varsity 9-12th Grade Boys & Girls	HS	5	8
Golf JV	HS	4	6
Ice Hockey Varsity Boys	HS	7	13
Ice Hockey Varsity Girls	HS	7	13
IEP Chair	MS	3	4
IEP Chair	MS	3	4
IEP Chair	MS	3	4
IEP Chair	MS	3	4
Interact Club	HS	3	4
Intramurals	HS	3	4
Intramurals	MS	3	4
Lacrosse JV Boys	HS	5	8
Lacrosse JV Girls	HS	5	8
Lacrosse Varsity Boys	HS	6	10
Lacrosse Varsity Girls	HS	6	10
Literary Magazine	HS	5	8
Math Club	MS	4	6
Math Team Coach	HS	6	10
Math Team Coach JV	HS	4	6

Music – Band	HS	7	13
Music - Chorus	HS	7	13
National Honor Society	HS	4	6
Nordic Ski Varsity Boys & Girls	HS	6	10
Outing Club	HS	4	6
PALS Advisor	HS	4	6
Science Club	HS	6	10
Soccer 7th Grade Boys	MS	4	6
Soccer 7th Grade Girls	MS	4	6
Soccer 8th Grade Boys	MS	4	6
Soccer 8th Grade Girls	MS	4	6
Soccer JV 9-12th Grade Boys	HS	5	8
Soccer Varsity 9-12th Grade Boys	HS	7	13
Soccer JV 9-12th Grade Girls	HS	5	8
Soccer Varsity 9-12th Grade Girls	HS	7	13
Soccer Freshman Boys	HS	4	6
Soccer Freshman Girls	HS	4	6
Softball 7th Grade Girls	MS	4	6
Softball 8th Grade Girls	MS	4	6
Softball JV	HS	5	8
Softball Varsity	HS	7	13
Student Council	MS	3	4
Student Senate	HS	5	8
Student Support Coach for Extracurricular Activities	DW	3	4
Swimming Varsity Boys	HS	6	10
Swimming Varsity Girls	HS	6	10
Team Leader 6th	MS	5	8
Team Leader 7th	MS	5	8
Team Leader 8th	MS	5	8
Team Leader Exploratory	MS	5	8
Team Leader Humanities	MS	5	8
Team Leader Literacy	MS	5	8

Team Leader Student Assistance	MS	s	8
Tennis Varsity Boys	HS	6	10
Tennis Varsity Girls	HS	6	10
Track 6-8th Grade Boys	MS	4	6
Track Assistant 6-8th Grade Boys & Girls	MS	3	4
Track Assistant 6-8th Grade Boys & Girls	MS	3	4
Track 6-8th Grade Girls	MS	4	6
Track Assistant at Large	HS	4	6
Track Head Varsity Girls	HS	7	13
Track Head Varsity Boys	HS	7	13
Unified Sports	HS	3	6
Wrestling 6-8th Grade	MS	4	6
Wrestling Assistant 7-8th Grade	MS	3	4
Wrestling Assistant Varsity	HS	5	8
Wrestling Varsity	HS	7	13
Yearbook	MS	4	6
Yearbook (business)	HS	4	6
Yearbook (publication)	HS	7	13
Stand-Alone Stipends			
Woodside One Wheelers (WOW)	Fall & Spring Stipends	5	8
Harpswell Community Swim	\$500 Stipend		
Department Head			% of the MA Base Salary
Art	HS	N/A	8
English	HS	N/A	8
Foreign Language	HS	N/A	8
Health (.5)	HS	N/A	8
Mathematics	HS	N/A	8
Performing Arts-Music	HS	N/A	8
PE (.5)	HS	N/A	8
Science	HS	N/A	8
Social Studies	HS	N/A	8

Curriculum Areas			%» of the MA Base Salary
Mathematics	MS	N/A	8
Science	MS	N/A	8
Math Support	DW	N/A	8

Certification Council			%« of the BA Base Salary
Certification Council Chair	DW	N/A	13
Certification Council Coordinator	DW	N/A	9

Curriculum Area (Middle School) Leader Stipend:

Curriculum Area Leaders at Mt. Ararat Middle School will receive eight (8%) of the Master’s Degree base salary. Unlike high school Department Heads, there is no reduction in the instructional and duty loads associated with these positions and curriculum area leader involvement in the teacher evaluation process is limited as per performance responsibilities set forth in the job description. Position holders with over three years’ experience in the same position will receive an additional 2% of the Master’s degree base salary in remuneration.

Curriculum Areas: Mathematics and Science

Elementary Stipend Reserve Funds and Procedures:

Each Elementary School shall have a stipend reserve fund for the exclusive purpose of paying for the coaching, advising, or supervision of extracurricular activities. Use of elementary reserve funds shall be reviewed on an annual basis and will follow the outlined process as noted below. Elementary Principals shall have the responsibility of initiating use of the stipend reserve fund at their respective school by requesting Board approval for use of their school reserve fund prior to the start of an extracurricular program. At the close of each school year, elementary school reserve funds shall be reset. During the June extracurricular review, the following year's elementary school reserve fund amounts will be established through negotiation between the Board of Directors and the Merrymeeting Teachers Association.

Elementary Stipend Reserve Fund Amounts (SY 2023-2024)

- Harpwell Community School: \$2,783
- Bowdoinham Community School: \$4,462
- Bowdoin Central School: \$4,807
- Williams-Cone School: \$5,819
- Woodside Elementary School: \$7,406

Elementary stipend reserve fund levels will be confirmed during the June annual review. The formula for elementary school reserve fund amounts in subsequent years will be: (The prior year's per pupil funding) plus (the prior year's per pupil funding times the percentage rate of increase in the first year teacher's salary at BA level) times (the school's current year official enrollment as of October 15th.)

Prior to the beginning of the school year, the Superintendent (and/or their Designee) will communicate the annual stipend reserve to Elementary Principals. Elementary Principals will inform their staff of the reserve fund balance and procedures relative to extracurricular activities during the August professional development days.

Elementary Stipends approved by the Board of Directors will remain in place until the June stipend review process.

Annual Stipend review will occur each June, following the end of the student year, by June 30th at the latest.

Use of stipends will be on a first-come, first-serve basis. Elementary Principals shall retain discretion in developing extracurricular programming within their school, subject to the procedures pertaining to the elementary reserve funds.

SCHEDULE C - DEPARTMENT HEAD STIPENDS

Department heads at Mt. Ararat High School will receive 8% (eight percent) of the Master's degree base salary plus one hundred fifty dollars (\$150) per teacher or per full-time equivalent teacher. Position holders with over three (3) years' experience in the same position will receive an additional 2% (two percent) of the Master's degree base salary in remuneration. As directed by the Mt. Ararat High School Principal, Department Heads will carry out administrative and supervisory responsibilities consistent with their positions as administrators. Each Department Head's instructional and duty load will be concomitant with their performance responsibilities as determined by the Mt. Ararat High School Principal.

DEPARTMENT HEADS:

English Social Studies
Physical Education/Health Music

Mathematics Science
Foreign Language Visual/Performing Arts

SCHEDULE D -- REIMBURSEMENT FOR STUDY

In order to be eligible for reimbursement, courses and workshops taken shall be subject to prior written approval of the Superintendent and be relevant to the teacher's field and performance responsibilities.

Reimbursement will be paid as follows:

1. Teachers may be reimbursed for the cost of graduate and undergraduate education up to a maximum of six (6) credit hours, and a maximum cost not to exceed the current cost of two-three credit hour University of Maine graduate courses, including tuition and applicable university fees, but excluding books. Under no circumstances will teachers be reimbursed for more than six (6) credit hours in any contract year. Courses must be relevant to the teacher's work in the District and must be approved in advance by the Superintendent to be eligible for reimbursement. The District will pay for courses at registration, provided the teacher agrees to repayment through payroll deduction should the teacher fail to successfully complete the course. Movement across the salary scale will only apply for courses taken after the stipulated degree. Example: Only course work after the Master's degree will apply for Master's + 15. In order to apply to movement across the salary schedule towards the Master's and CAS attainment levels, a course must either apply directly toward those attainments, be a course at the graduate level approved by the Superintendent because it is relevant to the teacher's field and performance responsibilities, or at the request of the administration. The teacher need not be seeking a degree in order to receive reimbursement. Change in compensation due to movement across the salary schedule will be applied to the teacher's salary in the subsequent year, provided the teacher has notified the district of the change in degree status or accumulated credit by August 31*.

A CAS degree (or its equivalent) shall mean thirty (30) credit hours of study over and above a Master's degree in an organized CAS program established by an accredited college or university. Teachers who have been approved for lesser credit CAS programs by March 31, 2022 will be honored under this agreement. Equivalent programs for those subject areas or fields of endeavor where CAS programs are non-existent shall consist of the attainment of a level of organized research or study commensurate with a CAS-level program. In any case, all CAS programs shall be required to be approved by the Superintendent.

2. Continuing Education Units (CEUs) associated with workshops certified by the International Association of Continuing Education Training (IACET) or approved by the Maine Department of Education; are reimbursed at the rate of fifty dollars (\$50) for each of three (3) credit units up to a maximum of one hundred fifty dollars (\$150.00).
3. Teachers who require professional licensure (rather than State certification) and take workshops. Teachers may use flex days to reschedule workdays missed because of attendance at such workshops.
4. Teachers needing to obtain Highly Qualified status may be reimbursed for the PRAXIS exam pertaining to the content area in question. The cost of the test fees will be deducted from the teacher's course reimbursement allotment.

SCHEDULE E — CERTIFICATION COUNCIL

Certification Council officers and members are elected. Teachers who wish to serve as support team leaders and members must contact an officer of the current Certification Council for information on elections.

Experience increments will not apply to the positions listed on this schedule. The positions and remuneration rates are as follows:

Certification Council Chair Certification	13% of BA base 9% of BA base
Council Coordinator Certification Council	\$ 20 per hour
Members Support Team Leaders	\$ 20 per hour
Support Members	\$ 20 per hour

After three (3) years in the position, the Certification Council Chairperson and the Certification Council Coordinator will receive a fifteen percent (15%) increase in their stipend amount.

Side Letter A

The Merrymeeting Teachers Association releases the District to offer hiring bonuses to fill positions that fall within the Association (per Article I), when the Board determines that such bonuses are necessary to fill these positions. Bonuses will be paid out over no more than two (2) years. The Superintendent will notify the Association of no more than three (3) teaching areas for bonuses.

Side Letter B

For the purpose of this Contract; it shall be noted that one District teacher is paid at the extra pay step, as currently listed at the top of the scale's CAS column (2021-2022 scale). For Year One of this Contract; this respective teacher will receive a \$1,000 increase. For the remaining years of the contract (Two and Three); the teacher will be paid off the scale with the same increases as received by other staff during these years. This provision will remain in effect for this teacher only until such time as 1) he/she retires from MSAD No. 75; 2) he/she leaves employment with MSAD No. 75, or 3) it is negotiated from this Contract. (Rev. 2022)

