

AGREEMENT

between the

COOPERATIVE BOARD OF MAINE REGION TEN TECHNICAL HIGH SCHOOL

and the

REGION TEN TEACHERS ASSOCIATION

Maine Education Association and the National Education Association

September 1, 2021 to August 31, 2024

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ARTICLE 1

DEFINITIONS

Except when otherwise specifically indicated, the following words as used in this Agreement shall have the meanings indicated below:

- A. "Association" - Region Ten Teachers Association
- B. "Board" - Cooperative Board of Maine Region Ten Technical High School
- C. "Administrator" – Superintendent/Director and Assistant Director/Student Services Coordinator of Maine Region Ten Technical High School
- D. "Region" - Maine Region Ten Technical High School
- E. "Superintendent/Director" - Superintendent/Director of Maine Region Ten Technical High School
- F. "Teacher" - Any member of the bargaining unit as defined in Article 2, Recognition. A Teacher is considered a full time employee at seven (7) hours per day.
- G. "Part-time Teacher" – A "Part-time" Teacher is one who receives a prorated share of salary and benefits based on the percentage of full-time employment.
- H. "Units" - The three school units whose students are served by the Region, as follows: Brunswick, RSU No.5 and M.S.A.D. #75.
- I. "Weighted Average" - The percentages of population of each school unit in the Region as set forth in the Cooperative Agreement for the Region, as amended April 27, 2011, as follows: Brunswick –thirty-eight and twenty-nine hundredths percent (38.29%); RSU No.5–twenty-four and ninety-three hundredths percent (24.93%); M.S.A.D. #75 –thirty-six and seventy-eight hundredths percent (36.78%). Percentages will be updated September 1 of the calendar year following the year of census (example: 2000 census = September 1 of 2001).
- J. "Days" – The word days shall mean school days unless otherwise indicated by the context. Between the end of the school year and the beginning of the next school year the time limits set forth herein shall refer to the regular week days, Monday through Friday, excepting legal holidays.
- K. "Credit Hour Equivalency" – One (1) college credit hour is equivalent to one and one half (1½) C.E.U.'s or forty-five (45) hours of "factory" training.
- L. "Family Member"
 - 1. child
 - 2. parent
 - 3. spouse
 - 4. step/foster parent
 - 5. brother
 - 6. sister
 - 7. grandparent
 - 8. domestic partner
 - 9. grandchild
 - 10. immediate household
- M. "Immediate Family Member"
 - 1. child

2. step-child
3. parent
4. spouse
5. domestic partner

ARTICLE 2 RECOGNITION

The Cooperative Board of Maine Region Ten Technical High School (hereinafter the Board) under this Agreement recognizes the Region Ten Teachers Association, Maine Education Association and the National Education Association (MEA), (hereinafter the Association) as the exclusive negotiating agent for all certified personnel engaged in full time and part-time teaching positions, provided that for purposes of this Article 2, the term "personnel" shall not include an Administrator.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Purpose:

- (1) The purpose of this procedure is to secure, at the lowest possible level, fair and impartial solutions to the problems, which from time to time may arise affecting the meaning and application of the 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 right of any Teacher having a grievance to discuss the matter informally with any Administrator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

B. Definitions:

- (1) A "grievance" is a claim by an aggrieved party that there has been a violation, misinterpretation or unfair or partial application of any of the provisions of the Agreement.
- (2) An "aggrieved party" is the Teacher or Teachers making the claim, or the Association.
- (3) A "party in interest" is the Teacher or Teachers making the claim, or the Association.
- (4) "Days" – The word "days" shall mean working days unless otherwise indicated by the context. Between the end of the school year and the beginning of the next school year the time limits set forth herein shall refer to the regular weekdays, Monday through Friday, excepting legal holidays.

C. Time Limits:

The number of days considered at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the Region, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.

- (1) A grievance will be deemed waived unless submitted in writing thirty (30) days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievance.

D. Informal Procedure:

- (1) If a Teacher feels that he/she may have a grievance, he/she shall first discuss the matter with the Superintendent/Director.

E. Formal Procedure:

- (1) Level One – Superintendent/Director
 - (a) If an aggrieved party is not satisfied with the outcome of any informal procedure he/she may have followed, he/she may present, within thirty (30) days, his/her claim as a formal grievance in writing on a mutually agreed upon form to the Superintendent/Director with jurisdiction there over.
 - (b) **The Superintendent/Director shall, within five (5) days after receipt of the written grievance,**

have rendered his/her decision and the reasons therefore in writing to the aggrieved party.

- (2) Level Two - Board
 - (a) If the aggrieved party is not satisfied with the resolution of the grievance at Level One, it may, within five (5) days after receiving the Superintendent/Director's response, submit the grievance in writing to the Board.
 - (b) The Board shall, within thirty (30) days after receipt of the appeal, meet with the aggrieved party for the purpose of reviewing the grievance.
 - (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the Association.

- (3) Level Three - Impartial Arbitration
 - (a) If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days, submit the grievance to arbitration by so notifying the Board in writing.
 - (b) The Board and the Association, if the Association exercises its right to invoke arbitration, may, within ten (10) days after the written notice pursuant to section E(4)(a) hereof, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within the time provided, the Association shall, within the subsequent fifteen (15) days, request the American Arbitration Association to utilize its procedures for the selection of an impartial arbitrator.
 - (c) The arbitrator selected shall confer promptly with each party and shall review the record of any prior hearings and shall hold such further hearings with the Association and Board as he/she shall deem requisite.
 - (d) The arbitrator shall, as soon as practicable after his/her selection, 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 any act prohibited by law or which is violative of the 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, subject only to judicial review. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation:

Any party in interest may be represented at Levels One and Two of the formal procedure by a person of his/her own choosing, except that a Teacher may not be represented by any other Teachers Association other than the Region Ten Teachers Association or its designee. Only the Association may process a grievance through Level Three – Impartial Arbitration. When a Teacher is not represented by the Association, the administration shall notify the Association and the Association shall have the right to be represented by its designee who shall have the opportunity at the conclusion of any meeting held under this procedure, to make an oral or written statement of the Association's position. The Association shall have a period of twenty-four (24) hours from the end of any such meeting to submit its statement.

G. Group Grievance:

If a grievance affects a group or class of Teachers, the Association may submit such grievance in writing to the Superintendent/Director and the processing of such grievance shall be commenced at Level One. The Association may process such grievance through all levels of the Grievance Procedure.

H. Filing:

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

I. Forms:

Forms for filing and processing grievances and other necessary documents are attached and made available so as to facilitate operation of the Grievance Procedure.

J. Meetings:

Any meetings or hearings under this procedure shall be conducted in executive session and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

ARTICLE 4
RIGHTS AND OBLIGATIONS OF TEACHERS AND ASSOCIATION

- A. (1) Each Teacher will prepare a written plan sufficient for three (3) school days to cover planned or emergency absences. The plan will include, but not be limited to:
- (a) An up-to-date class list;
 - (b) Plan book/grade book;
 - (c) Daily lesson plan(s) that include audio/visual materials needed, learning packets, books, assignments, other materials or equipment necessary for a substitute to carry on classroom activity without utilizing the shop/laboratory hands-on equipment.
- (2) The above will be immediately revised after the absent Teacher returns to work and the plans have been utilized.
- (3) The adequacy of the plans shall be subject to review and approval of the Superintendent/Director.
- B. When an Administrator determines that a Teacher must be reprimanded in writing and a record of the reprimand placed in a Teacher's file, the Teacher shall be entitled to an opportunity to meet with the Administrator to discuss the reprimand before it is placed in his/her file. The Teacher shall have at least one (1) days notice of the meeting and shall have the right to have a representative of the Association or a person of his/her choosing present, except that a Teacher may not be represented by any other Teachers Association other than the Region Ten Teachers Association or its designee.
- C. Whenever a Teacher is requested to appear before the Superintendent/Director or the Board in any meeting concerning any matter which could adversely affect the continuation of that Teacher in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given at least one (1) days written notice of the reasons for such a meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting, except that a Teacher may not be represented by any other Teachers Association other than the Region Ten Teachers Association or its designee.
- D. No Teacher shall be disciplined or reprimanded without just cause. No continuing contract Teacher shall be dismissed or suffer non-renewal without just cause. Any such action taken by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure. This section does not apply to termination of a Teacher's contract due to the elimination of a teaching position, nor does it apply to the dismissal or non-renewal of a probationary teacher. The party's rights and responsibilities regarding the elimination of a teaching position are governed by Article 8 of this Agreement, while those pertaining to dismissal and non-renewal for Teachers not on continuing contract are governed by statute.
- E. Representatives of the Association may transact official Association business on school property provided that prior approval has been received from the Superintendent/Director, and that such use does not interfere with normal operation as determined by the Superintendent/Director. All requests to use the school building and facilities shall be made in advance, and the Association shall reimburse the Board for any extra labor cost incurred as a result of such use.
- F. Personnel Files:
Right to Review. A Teacher shall have the right to review the contents of his/her personnel file upon written request and to copy at his/her expense any documents contained therein. The Teacher shall have an opportunity to respond in writing and have attached any documentation relating to information placed in his/her file. No information, except routine material of a non-prejudicial nature, may be placed in a personnel file without the Teacher simultaneously receiving a copy.

G. Complaints and Investigations:

- (1) **Investigations.** The Teacher has the right to representation by a person of his/her choosing or by the Association at any investigatory interview.
- (2) **Complaints.** Any such complaint shall be promptly investigated and called to the attention of the Teacher. The Teacher shall be informed of the specific matters under investigation and be provided with copies of any material used by the Region in the course of the complaint. The Teacher shall be given the opportunity to respond and rebut such complaint during the course of investigation.

H. Evaluations:

- (1) **Procedure.** All monitoring or observations of a Teacher's classroom performance shall be conducted openly and with the full knowledge of the Teacher. To the extent practicable, monitoring or observations of a Teacher's non-classroom performance shall be conducted openly and with the Teacher's knowledge. The Region shall give copies of any evaluation prepared within fifteen (15) days of the date of the evaluation. Any signature by the Teacher shall be only for the purpose of acknowledging receipt of a completed evaluation. Either the Teacher or the evaluator may request a conference to discuss the evaluation. The request for the conference must be made in a timely manner. The Superintendent/Director shall hold the evaluation for fifteen (15) days or until the receipt of a response, whichever occurs first, before placing it in the personnel file. When the Teacher submits a response, the Teacher shall indicate on the evaluation document that a rebuttal is attached. Teacher evaluations will be conducted annually in accordance with the Region's Teacher Evaluation process and in compliance with Maine State Law.
- (2) **Notification.** An Administrator shall notify Teachers of the current criteria, procedures, and forms that the Region will use and promptly notify them of any changes.

I. Rules and Procedures:

The Region shall provide the Association with a copy of the rules and procedures and any revisions thereof.

ARTICLE 5

TEACHER'S HOURS AND PREPARATION AND SCHOOL CALENDAR

- A. Teachers are to be prepared for each day's classes including scheduling the necessary equipment and supplies for the activities to be performed.
- B. Teachers are required to be present for a total of three hundred twenty-five (325) minutes per week prior to or after the normal student day provided a make up schedule for am and pm students is adhered to. This time is prorated for part time teachers. In any week of fewer than five (5) full school days, the minutes shall be pro-rated. This time is intended for student make-up, lesson preparation, and other tasks as shall be necessary for the education and welfare of the students and the Region. In so far as possible, staff meetings shall be included within this time allowance. Teachers are to be in their classroom/laboratory areas a minimum of twenty (20) minutes prior to the start of their first class and remain twenty (20) minutes beyond the end of the student day. Teachers will not be expected to be present for make-up at the Region more than one (1) hour prior to the beginning of the student day and not more than two (2) hours at the end of the student day unless by mutual agreement between student and Teacher.
- C. The total school workday shall average not more than seven (7) hours over a five (5) day span and every school employee will receive a minimum twenty (20) minute lunch period.
- D. Work Year:
The work year shall be calculated using the Weighted Average rounded to the nearest full day. The Board shall compensate Teachers for days worked beyond the required number days at the per diem rate of the Teacher's annual

salary.

- E. The Wednesday before Thanksgiving shall be considered a compensation day for scheduled parent/teacher conferences. As professionals, Teachers shall attend other student/parent Region activities.

ARTICLE 6
UNIFORMS/DRESS

- A. The Board will pay, for those Teachers desiring to participate, one-half (1/2) of the rental or purchase cost of uniforms, but not exceeding \$150 per year per Teacher.
- B. It is the responsibility of the Association to determine quality, color and type of uniforms.
- C. It will be the responsibility of the Teacher to keep the uniform neat and clean.
- D. Uniforms to have Maine Region Ten Technical High School logo on left chest.
- E. All Teachers that wish to utilize the uniform benefit provided pursuant to section A will be required to wear the designated uniform during class time.

ARTICLE 7
ELIMINATION OF TEACHING POSITIONS

- A. If it becomes necessary for the Board to eliminate a teaching position, the following criteria shall be considered by the Board in determining which Teacher's contract to eliminate. In descending order of importance:
 - (1) Certification
 - (2) Performance and ability as determined by written evaluation
 - (3) Length of relevant trade and other relevant teaching experience
 - (4) Length of total teaching experience at the Region
 - (5) Educational attainment
- B. Any arbitration properly invoked in connection with this Article pursuant to the Grievance Procedure shall consist of the arbitrator's review of the transcript of testimony and exhibits presented to the Board. The transcript (record) of the Board's meeting will be produced by an audio recording and copies will be provided to both parties and the arbitrator. Briefs, if any, shall be submitted in accordance with a schedule established by the arbitrator. The arbitrator shall have no authority to revoke or modify the decision of the Board unless the decision was arbitrary and capricious.
- C. No grievance may be filed in connection with this Article unless the Teacher in writing has previously waived any right he/she may have to file a separate civil action or to seek alternative judicial relief relating to the Board's action.
- D. It is understood that this Article relates only to termination of Teachers' contracts resulting from elimination of teaching positions and does not relate to or affect the Board's statutory authority to dismiss Teachers or to not renew Teachers' contracts.
- E. Recall:
The administration shall place any Teacher involved in the elimination of a teaching position in layoff status, eligible for recall for eighteen (18) months (the last day of February). The Teacher must maintain his/her current address with the Superintendent/Director's office. The Administrator shall recall any Teacher on the list using the same standards outlined in section A of this Article. However, the Region shall not offer an open position to a new teacher if there is a teacher on layoff status who is certifiable in the subject matter until the Region first offers the position to the certifiable Teacher on layoff.. The administration shall mail the recall notice to the Teacher's last known address, certified mail and return receipt. The Teacher must respond in writing within ten (10) calendar days of

signing the receipt. The Teacher shall return with the same seniority as when he/she left.

ARTICLE 8
SICK LEAVES AND LEAVES OF ABSENCE

- A. The parties recognize that teacher absences are detrimental to the educational process and, therefore, must be held to an absolute minimum.
- B. All Teachers shall be credited with sixteen (16) paid sick leave days each work year to be used as permitted by this article for the duration of the school year. A Teacher who terminates service before the end of the first work year and who has used paid sick leave in excess of what that Teacher would have accumulated at the rate of six (6) days advance in September plus one (1) day a month from September to June, shall have deducted or set off from any unpaid wages an amount equal to the Teacher's daily pay for the number of excess sick leave days. Elective surgery or elective dental work does not qualify for sick leave. At the end of the school year, unused sick leave shall be accumulated from year to year, provided that no teacher may accumulate sick leave in excess of a limit to be determined each year by:
 - (a) multiplying the limit on accumulation of sick leave for each Unit by the Weighted Average of the Unit, and then
 - (b) adding together the three products from subsection (a).
- C. Teachers who find they must stay home to attend a sick Immediate Family member should report their absence as such. Sick leave for other Family Members is granted only at the discretion of the Superintendent/Director.
- D. In the event of absence of a Teacher for illness or injury in excess of five (5) consecutive school days, the Superintendent/Director may require the Teacher to submit to a medical examination by a physician chosen by the Board, attesting to the Teacher's ability to return to work. Examination by the school physician or by any physician to which the Teacher is referred by the school physician shall be at the Board's expense. The Teacher shall provide a report of any examination upon request of the Superintendent/Director, stating whether the Teacher is or is not able to return to work and a list of any conditions or limitations placed on the Teacher.
- E. In case of injury, covered under the Maine Worker's Compensation Act, a Teacher will receive from the Teacher's accumulated sick leave the difference between the amount of the Teacher's regular pay and the amount received as worker's compensation. The difference shall be charged on a pro-rated basis to the Teacher's accumulated sick leave and shall cease when the Teacher's sick leave is exhausted. This article does not apply to injuries caused by dangerous student behavior as defined in 20A M.R.S.A. §6555(1)(C)
- F. Up to five (5) days with pay exclusive of sick leave per occurrence will be granted for death of a Family Member.
- G. Teachers shall be granted one (1) day leave with pay each school year, non-cumulative, for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Additional days for such purposes may be granted at the sole discretion of the Superintendent/ Director.
- H. Teachers who are members of the National Guard or other authorized State military or naval forces, or who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve are entitled to a leave of absence from their respective duties, provided that the Teachers have made every reasonable effort to perform their annual training during the period when school is not in session. Military leave without pay shall be granted to any Teacher as necessary consistent with State and Federal law.
- I. A Teacher shall be entitled to leave with pay to serve as a juror, provided that any payments received by a Teacher for attendance as a juror shall be transmitted to the Board, except that a Teacher shall not be required to transmit to the Board payments for travel.
- J. Whenever a Teacher with fourteen (14) years consecutive service in the Region retires or dies, that Teacher shall be

paid for one-half (½) of his/her accumulated sick leave, over and above regular compensation not to exceed thirty (30) days at his/her per diem rate. A Teacher shall notify the Superintendent by January 1 of the calendar year in which the Teacher is retiring and is eligible for the stipend. Such stipend is to be added to the Teacher's final salary check, if funds are available. Otherwise, the Teacher may be paid a lump sum as soon as practical in the succeeding budget year. The term "retirement" in the Article shall mean termination of employment concurrent with payment of retirement allowance granted under Maine Public Employees Retirement System.

- K. On or before October 1st an annual written statement indicating the number of sick days used in previous year and accumulated at the beginning of current year will be provided each Teacher.
- L. Scheduled staff development days may be substituted for staff development days outside the scheduled year at the discretion of the Superintendent/Director.
- M. The Board recognizes the Family Medical Leave Act, which according to law, applies only to those Teachers who have worked one thousand two hundred fifty (1250) hours or more (excluding sick leave and personal leave) in the twelve (12) months preceding any circumstance to which the Act may apply.
- N. Teachers shall be granted thirty (30) days paid leave from the Region for the purpose of child rearing (birth or adoption). Days used will be deducted from accumulated sick days.

ARTICLE 9 **EXTENDED LEAVES OF ABSENCE**

A. Extended Leave:

Any Teacher on a continuing contract may be granted, at the sole discretion of the Board, leave for any reason for a period of up to one (1) year without pay or increment. Such leave may be extended for a period of up to one (1) year without pay or increment. Such leave shall be applied for and granted or denied in writing. Any Teacher on such leave shall notify the Board within a reasonable length of time but not less than thirty (30) days before the end of such leave whether or not he/she will return on schedule to active employment, provided that any Teacher whose leave is for a period in excess of seven (7) months and is scheduled to terminate on August 31 shall notify the Board no later than the preceding February 1 and further provided that a Teacher who fails to so notify the Board as provided herein may be terminated, at the sole discretion of the Board.

B. Sabbatical Leave:

- (1) A fully certified Teacher on a continuing contract who has completed not less than seven (7) years of full-time service in the Region and meets the following requirements shall be eligible for sabbatical leave for one (1) academic year at one-half (½) of the last scheduled salary for the Teacher. This leave must be spent in further study, travel, research or other approvable activity which will be judged beneficial to the Teacher and to the Region.
- (2) No more than one (1) Teacher may be approved for this leave in any one (1) academic year. Notice of intent must be filed with the Superintendent/Director on or before December 30 in the academic year prior to the year for which leave is requested. Prior to the final approval, the Teacher must accept an obligation to return to the position held by the Teacher, or an alternative position, in the Region for at least two (2) years, and to repay to the Region pay and benefits received while on sabbatical leave should the Teacher terminate employment with the Region prior to completion of two (2) years following return from sabbatical leave. Applications are subject to approval by a screening committee composed of the Superintendent/Director and a member of the Board.
- (3) To facilitate timely recruitment of a suitable replacement teacher, candidates must notify the Superintendent/Director in writing of acceptance of the terms of the sabbatical leave no later than March 15 of the academic year prior to the year for which leave is requested.
- (4) Experience equivalent to the length of the leave will be credited upon completion of the program.

(5) Failure of the Teacher to complete the planned program for any reason will constitute breach of the terms of the sabbatical leave and the Teacher will forfeit any rights under this Article.

C. Professional Development and Education:

The Board may agree to approve other leaves with pay for the purpose of professional development, educational or training opportunities that involve shorter periods of time than those provided for under Section B Sabbatical Leave.

ARTICLE 10
PERSONAL LEAVE/ EARNED PAID LEAVE

- A. Teachers may use twenty-four (24) hours of paid personal leave not charged to sick leave and sixteen (16) hours charged to sick leave (forth (40) hours total) per school year for sudden emergency, sudden illness or injury, or other sudden necessity, or for planned purposes, in accordance with the notice and other requirements set forth in the RTTHS Earned Paid Leave Procedure. Leave under this Article may be taken in no less than one (1) hour increments. The parties agree that this paid leave meets the requirements of Maine’s Earned Paid Leave Law.
- B. Such leave requested for planned purposes will not be granted for the day before or the day following either a holiday or vacation period unless it is an emergency situation and the Teacher obtains prior approval of the Superintendent/Director.
- C. Leave allowable under this provision shall not be accumulated beyond each school year, and will not be paid out upon separation from employment.

ARTICLE 11
HEALTH INSURANCE

- A. The Board shall make available to all Teachers the MEA Benefits Trust Anthem Medical Insurance provided that, upon agreement of the parties, the Board may substitute a lower cost program of insurance as long as the benefits are substantially equal or superior to those provided by the Anthem Plan. On behalf of each Teacher eligible for and electing to take such coverage, the Board shall contribute 87% of the cost in year one and 90% in year two and three.
- B. A Teacher on an extended leave of absence pursuant to Article 10 shall be entitled to continue such insurance at the group rate provided the Teacher reimburses the Board in advance for all premiums, expenses and fees.
- C. The Board agrees to make available a single subscriber group dental insurance plan as of the first full month following execution of this Agreement with a payroll deduction. On behalf of each Teacher eligible for and electing to take such coverage the Board shall contribute 87% of the cost in year one and 90% in year two and three.
- D. In no case will the Board pay more than the actual premium for the Teacher’s elected coverage for health or dental insurance.
- E. A Teacher who elects to be covered under alternative coverage will be paid twenty percent (20%) of the premium associated with the “single” Choice Plus coverage one half (½) to be paid in December and the remainder to be paid in May of the contract year. In order to be eligible for this cash-in-lieu health insurance benefit, the Teacher must provide written documentation to the Human Resources Department no later than the fifth student day of each school year that demonstrates that the Teacher is covered under another health plan provided by an employer other than the Cooperative Board. Should the Teacher not start working in the first day of school, the same five (5) day grace period applies.
- F. The Board agrees to provide a flu shot, if desired.

ARTICLE 12
TRAVEL

Utilization of private vehicles for Region business shall be reimbursable at the IRS rate. Teachers must have prior approval of the Superintendent/Director or designee to be eligible for reimbursement and shall submit requisitions for payment.

ARTICLE 13
COURSE REIMBURSEMENT

- A. The Board shall reimburse, within thirty (30) days of submission of the final passing grade, the cost of fees and tuition up to a maximum of the credit hour tuition rates charged by the University of Maine for up to twelve (12) credit hours per year per Teacher. In no event shall any such payments exceed the total cost of such fees and tuition. Teachers may request one half (1/2) the reimbursable amount to be paid at time of registration. In cases of financial hardship, as determined by the Superintendent/Director, Teachers may request full payment at time of registration for approved courses intended for certification and (or) degree.

Part time teachers will receive prorated reimbursement of this article except when the Teacher is required to take courses in order to satisfy contracted requirements. It is the intent of the Board to reimburse part-time teachers for up to twelve (12) credit hours each year until the required Bachelor's degree is earned.

- B. Subject to the provisions of section A of this Article, for any individual Teacher, reimbursement/payment shall be at the rate of one hundred percent (100%) for course(s) which are toward a degree or certificate, or other courses as approved by the Superintendent/Director provided the Teacher receives a "C" or equivalent grade in an undergraduate course or the minimum grade necessary to receive credit for a graduate course(s).
- C. Teachers must advise the Superintendent/Director by March 1 of the number of credits for the course(s) they intend to take during the fiscal year and the estimated amount of tuition and reimbursement/payment expected.
- D. To receive reimbursement/payment, the Teacher must:
- (1) have advance written approval of the Superintendent/Director;
 - (2) complete the course(s) with a grade which is acceptable for credit as defined in B above;
 - (3) present to the Superintendent/Director the official transcript of the course(s) and grade(s), and a receipted Bursar's bill within thirty (30) days after issuance of final grades.
- E. If the reimbursable amount is paid at registration, the Teacher shall repay the Board within thirty (30) days of the end of the course if the Teacher fails to meet the provisions of Section B. If the Teacher does not make repayment within thirty (30) days, the prepayment amount under 26 M.R.S.A §635 shall be deducted from the Teacher's next paycheck.
- F. The Board shall reimburse Teachers for the cost of license and/or certificates, excluding teacher certificate, required of the Teacher.

ARTICLE 14
SALARY SCHEDULE

- A. The salary schedule shall consist of three (3) classes, designated as follows: non-degree, B.S. and M.S. The salary for each step of the non-degree, B.S. and M.S. classes for each year shall be the sum of the products obtained by multiplying the salary of each of the steps of the B.S., B.S. + 15 and M.S. schedules, respectively, of each Unit for each year by the Weighted Average of the Unit. For RSU No.5 the BS+15 salary scale shall be calculated as the average of the BS and the MS scales, this average shall be used to calculate the weighted average. If RSU No.5 creates a BS+15 scale, that scale shall be used when calculating the weighted average. It is the intent of this section

that a Teacher working at the Region will receive the Weighted Average of the amount of compensation earned by a Teacher from the three (3) units at the equivalent step.

- B. The Board will provide the RTTA a complete salary schedule no later than the date Teachers receive their salary agreement unless mutually agreed upon by both parties.
- C. The non-degree class shall be used for career and technical education certified Teachers. The B.S. + 15 class shall be used for B.S. holding Teachers. The M.S. class shall be used for career and technical education certified M.S. degree holding Teachers.
- D. End of School Year Pay:
A Teacher may choose to receive the balance of his/her contract salary following the close of the fiscal year ending June 30, in one lump sum, if such desire is indicated in writing to the Superintendent/Director by February 1 of current year, as funds become available.
- E. Stipends will be paid according to Schedule B-Stipends attached as Appendix iii.
- F. Notes:
 - (1) All Teachers in the non-degree class who have earned no less than sixty (60) credit hours in courses leading to a Bachelor's degree, courses that improve teaching competence, or courses that improve the competence in their field shall be entitled to a payment in the sum of seven hundred fifty dollars (\$750) in addition to their salary. The courses needed for improving competence will be those recommended and/or pre-approved by a joint committee of the Region and the Association.
 - (2) All Teachers in the B.S. class who have earned no less than eighteen (18) credit hours in courses leading to a Master's degree, courses that improve teaching competence, or courses that improve competence in their field shall be entitled to a payment in the sum of one thousand dollars (\$1000) in addition to their salary. The courses needed for improving competence will be those recommended and/or pre-approved by a joint committee of the Region and the Association.
 - (3) Teachers who have earned a CAS or a Doctorate will receive a payment of fifteen hundred dollars (\$1,500.00) in addition to their annual salary.
 - (4) The Teachers' annual salary agreement for the upcoming contract year will be issued no later than June first. Later salary adjustments may be needed in case of late sending school negotiations settlement.

ARTICLE 15 **SALARY PLACEMENT**

- A. The following provisions shall apply to hiring placement of a new Teacher on the salary schedule:
 - (1) The Teacher shall be placed on Step 1 of the salary schedule upon evidence of minimum education and/or experience required for certification.
 - (2) The Board, in its discretion, may grant additional steps in accordance with the following criteria:
 - (a) One (1) step for each year of relevant teaching experience; and/or
 - (b) One (1) or more steps for relevant trade or other non-teaching experience.
 - (3) Salary and benefits for Part-time Teachers under this contract shall be pro-rated based on a percentage of the full time equivalent.
- B. Teachers employed at the Region who are placed on the non-degree class of the salary scale will be highly encouraged to work toward a degree. The Superintendent/Director and Teacher will meet to discuss options for certification and possible future degrees.
- C. Certified Teachers employed prior to September 2, 1990 who have a minimum of fifteen (15) years teaching

experience with the Region and who obtain his/her Associate's degree shall be placed on the equivalent step of the B.A. salary scale.

ARTICLE 16
SALARY INCREMENT

- A. Salary increments will be approved by the Board upon certification from the Superintendent/Director that a Teacher's evaluation has been satisfactory.
- B. The Board may withhold a salary increment upon written recommendation of the Superintendent/Director. The Board shall consider advice and assistance offered to the Teacher and will determine whether the Teacher has had reasonable time to improve his/her performance.
- C. Whenever the Board elects to withhold a salary increment, it will set forth in the record the reason or reasons for its decision. The decision of the Board shall be final.

ARTICLE 17
PAYROLL DEDUCTIONS

- A. The Board shall deduct Association dues in 24 equal payments from the pay of those Teachers requesting such deductions in writing on forms supplied by the Association and satisfactory to the Superintendent/Director. The Association shall indemnify and save the Board harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same pursuant to this Article.
- B. The Board agrees to request that provisions be made for additional payroll deductions as developed by the Association and the Superintendent/ Director.

ARTICLE 18
WORKPLACE SAFETY

- A. The parties agree that safety of the staff and students at the Region must be taken seriously. A Safety and Security Committee composed of the Superintendent/Director, Administrator, a maintenance employee, two (2) Teachers, one (1) Educational Technician, and one (1) Board member 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.
- B. No Teacher shall be required to work under conditions which unreasonably expose her/him to the possible danger of injury, death or damages to her/his health. A Teacher who declines to work under such circumstances shall notify her/his supervisor promptly.
- C. In the event of a Teacher's absence, the Superintendent/Director will make every effort to secure a qualified substitute. If the qualified substitute is an Educational Technician already employed at the Region, then the Superintendent/Director will make every effort to secure a qualified substitute for the Educational Technician.
- D. The Region shall provide safety equipment and training as required by local, state, and federal agencies, the Maine Department of Education (MDOE), and the Occupational Safety and Health Administration (OSHA), including personal protective equipment.

ARTICLE 19
PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not sooner than September 15 and not later than November 15 in the last year of the Agreement either party may notify the other of its intention to begin negotiating a successor agreement.
- B. If notice has been given as specified in Section A above, then not later than December 1 in the last year of the

Agreement the parties shall meet to specify the subject matter to be considered.

- C. Negotiations shall be conducted in executive session unless both parties agree to conduct negotiations in open sessions.
- D. Any tentative agreement reached by the negotiators named by the parties shall be reduced to writing, initialed by the negotiators, and submitted to the Board and the Association for final ratification. Any agreement so negotiated and ratified shall be signed by the Board and the Association, whereupon it shall be binding upon all parties.

ARTICLE 20
SAVINGS CLAUSE

Provisions of this Agreement are deemed in addition to those provided by law and if any provision of this Agreement or any application thereof to any Teacher or group of Teachers is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 21
TERM AND EFFECT OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2021 or the date of signing, whichever is later, and shall continue in effect through August 31, 2024.
- B. This Agreement constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining. During the term of this Agreement, the parties may request the right to negotiate any of the provisions of this Agreement, or any significant changes in working conditions, such negotiation to be initiated only by mutual agreement.
- C. No change, revision, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and Association and endorsed in writing hereon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

COOPERATIVE BOARD OF MAINE REGION TEN TECHNICAL HIGH SCHOOL

By _____ Date _____
Cooperative Board Chairman

By _____ Date _____
Cooperative Board Negotiation Chair

**REGION TEN
TEACHERS ASSOCIATION**

By _____ Date _____
Region Ten Teachers Association President

By _____ Date _____
Region Ten Teachers Association Negotiation Chair

Appendix i

**MAINE REGION TEN TECHNICAL HIGH SCHOOL
68 Church Road
Brunswick, Maine 04011**

Grievance Form developed in accordance with Article 3 (1) of the Agreement between Cooperative Board of Maine Region Ten Technical High School and Region Ten Teachers Association. This form has been developed to facilitate a clear understanding and timely action relative to grievance. As the grievance goes through each level, the original form will be dated and initialed by the parties involved. In this way, all pieces of information will be kept together to be transmitted to the next level. Copies should be maintained by the parties.

Responses to grievances should be contained on a separate sheet and attached to the original form when returned to the grievant.

When a grievance is appealed from Level One of the Grievance Procedure to the next or a group grievance is initiated at Level Two, courtesy copies should be provided to the appropriate person(s) at the previous level of the process.

TRANSMITTAL RECORD:

Received by Superintendent/Director (Level One)	_____	_____
		Date
Returned to Grievant (Level One)	_____	_____
		Date
Received by Board (Level Two)	_____	_____
		Date
Returned to Grievant (Level Two)	_____	_____
		Date
Submitted to Arbitration (Level Three)	_____	_____
		Date
Decision of Arbitrator (Level Three)	_____	_____
		Date

RESOLUTION:

Grievance Withdraw	_____	_____
		Date
Determination/Award Accepted	_____	_____
		Date
Time Limit Lapsed	_____	_____
		Date

Appendix ii

MAINE REGION TEN TECHNICAL HIGH SCHOOL
68 Church Road
Brunswick, Maine 04011

REQUEST FOR LEAVE

NAME _____

POSITION _____

TODAY'S DATE _____

DATE(S) REQUESTED _____

REASON(S) (Please be specific) _____

Signature of Teacher

Do Not Write Below This Line

I have discussed this request with the applicant: _____

Superintendent/Director _____ Date _____

Approved _____ Denied _____ Time Released _____

Days Granted This Year _____

Endorsed Comment:

Appendix iii

Schedule B- Stipends

	2021-2022	2022-2023	2023-2024
Yearbook Advisor	\$500	\$500	\$500
National Program Accreditation	\$2000.00	\$2000.00	\$2000.00
Certified Medical Responders		\$1,000	\$1,000
SkillsUSA Advisor	\$2,500	\$2,500	\$2,500
SkillsUSA Advisor Assistant	\$1,375	\$1,375	\$1,375
Student Council Advisor	\$1,000	\$1,000	\$1,000
Website Administrator	\$1,500	\$1,500	\$1,500
National Technical Honor Society Advisor	\$500	\$500	\$500
Safety Coordinator	\$1,500	\$1,500	\$1,500
Department Head			8% of MA Base
Certification Committee (3)	\$400 per member	\$400 per member	\$400 per member
Newsletter	\$1,000	\$1,000	\$1,000

Student organizations with over twenty (20) members will get a bonus of 20%. Student count will be taken November 1 and April 1.

ADOPTED: 05/21/2017

REVISED: 12/16/2019, 08/11/2021