

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

AUBURN SCHOOL COMMITTEE

AND

AUBURN EDUCATION ASSOCIATION

SEPTEMBER 1, 2016 – AUGUST 31, 2019

Contract with revisions to:
ARTICLE XIII. Seniority & Reduction in Force
(Beginning page 19)

TABLE OF CONTENTS

PREAMBLE	1
1 -- RECOGNITION	1
2 -- MANAGEMENT RIGHTS	2
3 -- LABOR MANAGEMENT	2
4 -- GRIEVANCE PROCEDURE	2
5 -- TEACHER RIGHTS	5
6 -- ASSOCIATION RIGHTS AND PRIVILEGES	6
7 --PROFESSIONAL WORK HOURS, WORK YEAR, AND PROGRAM	6
8 -- COMPENSATION AND FRINGE BENEFITS	8
9 -- LEAVES OF ABSENCE	11
10 -- TEACHER ASSIGNMENTS	16
11 -- TRANSFERS-PROMOTIONS-VACANCIES	17
12 -- EVALUATION AND PERSONNEL FILES	18
13 -- SENIORITY AND REDUCTION IN FORCE	19
14 -- RETIREMENT	21
15 -- MAINTENANCE OF CONTROL AND DISCIPLINE	22
16 -- MISCELLANEOUS	22
17 -- DURATION OF AGREEMENT	22
APPENDIX I	24
APPENDIX II	27
APPENDIX III	30
APPENDIX IV	31
APPENDIX V	33
APPENDIX VI	34

1
2
3
4
5
6
7
8
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PREAMBLE

The Auburn School Committee and the Auburn Education Association agree that they share a joint interest and dedication to operate within their respective duties and powers to provide the best possible educational system for the children of Auburn.

The rights and lawful administrative and executive powers of the Auburn School Committee are acknowledged.

It is hoped that the mutual respect held by each of the parties to this agreement will engender a spirit of cooperation which will result in the finest quality education.

The Agreement is entered into by the Auburn School Committee (hereinafter called the "Committee") of the City of Auburn, Maine, and the Auburn Education Association (hereinafter called the "Association").

WHEREAS, the Committee and the Association both recognize that providing a quality education for the children of the Auburn public schools is a mutual aim, and that the character of such education depends in large measure upon the quality and morale of the members of the Association as well as upon policies and programs established by the Committee; and

WHEREAS, the Committee and the Association have a statutory obligation, pursuant to 26 M.R.S.A. §96I, to negotiate and confer in good faith with respect to wages, hours, working conditions, and contract grievance arbitration in accordance with 26 M.R.S.A. §965(C); and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, therefore, be it

RESOLVED: That it is agreed as follows:

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I. **RECOGNITION**

1.1. The Committee hereby recognizes the Auburn Education Association as the sole and exclusive bargaining representative as defined by 26 M.R.S.A. §962(6) for the certified professional teachers of the Committee. Excluded are the Superintendent, Assistant Superintendent, Business Manager, Director and Assistant Director of Special Education, Director of Learning and Teaching, Principals, Assistant Principals, Deans, Athletic Director, Educational Technicians, and all other paraprofessionals.

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1.2. Definitions

1.2.1. The term "school" as used in this Agreement means any location or part thereof where instructional activity is carried on.

1.2.2. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional teachers represented by the Association in the negotiating unit as defined above. Whenever singular is used, it is to include the plural.

1.2.3. The term "school days" shall refer to workshop days and days when school is in session with pupils present, except during summer vacation when "school days" shall refer to Monday through Friday.

1.2.4. The term "week" shall refer to five (5) school days.

1.2.5. The term "pupil days" shall refer to 20-A M.S.R.A. §4801

1.2.6. The term "per diem" shall refer to the individual teacher's yearly salary, as determined by Appendix I, divided by 183.

1.2.7. The term "Superintendent/Designee" shall refer to the Superintendent, the Assistant Superintendent, and the Business Manager.

II. MANAGEMENT RIGHTS

2.1.1 Except as expressly provided otherwise by this agreement, the determination and administration of school policy, the operation of the schools and the direction of the teachers, are vested exclusively in the Auburn School Committee. The Committee retains all rights and powers that it has or may hereafter be granted by law and may exercise same.

2.1.2 The exercise of any right or power of the Committee shall not become the subject of a grievance because such right or power is alleged to have been exercised in violation of past practice. Past practice as defined herein shall mean any action occurring before the effective date of this contract.

III. LABOR/MANAGEMENT CONTRACT ADMINISTRATIVE COMMITTEE

3.1 Not later than October 1, the Committee agrees to begin negotiating with the Association in executive session pursuant to 26 M.R.S.A. § 965, in accordance with the procedure set forth herein, to secure a successor agreement. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and upon ratification be adopted by both the Committee and the Association, and be signed by the designated representatives of the Committee and the Association. The parties hereto agree that the signed agreement shall be accepted as written notice for collective bargaining for a successor agreement to this one, as stipulated under 26 M.R.S.A. § 965.

3.2 Upon entering negotiations for a successor agreement, the Association and the Committee shall exchange proposals, share relevant data, discuss and come to a mutually acceptable agreement. Other negotiation methods, e.g. traditional, Interest Based Bargaining process or any other method, with the mutual consent of the parties, may be followed.

3.3 A labor-management committee shall meet as necessary to address mutual concerns. This committee shall be expanded to include appropriate membership qualified to address specific issues. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be voted by the Committee and the Association, and signed by designated representatives of the Committee and the Association. These meetings are not intended to bypass the grievance procedure.

3.4 Unless otherwise provided in this Agreement, no Committee approved benefit will be substantially reduced. If the Association believes that there has been a breach of this section then it is incumbent on the Association to specify in writing what the change is and provide information to the administration to support their challenge within 15 days of the date that the Association first knew or reasonably should have known of the alleged breach. If the Association's concerns are not adequately addressed by the administration, then the Association shall submit a written request to impact bargain to the Committee. The parties agree that an alleged breach of this subsection 3.4 shall not be subject to the grievance process and any disputes as to this article will be subject to the impact bargaining process described herein and as provided by Title 26 MRSA.

IV. GRIEVANCE PROCEDURE

4.1 Purpose

4.1.1 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the terms and conditions of this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

4.1.2 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 having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsis-

tent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views in cases when the Association believes there is an inconsistency.

4.2 Time Limits

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

4.2.2 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 the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

4.3 Definitions

4.3.1 A "grievance" shall mean a complaint by an teacher that there has been a violation as to the meaning or application of any of the specific provisions of this Agreement

4.3.2 As used in this article, the term "teacher" shall mean either an individual teacher or a group of teachers having the same grievance and covered by the Agreement, or the Association. When the Association is the grievant, the individual grievant must be named. When the grievance involves a group of teachers, the Association shall submit at level two of the formal procedure, as accurate an estimate as is possible, of the number of teachers to be impacted.

4.3.3 As used in this Article, the term "days" shall refer to working days.

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

4.4 Informal Procedure

4.4.1 If a teacher feels that s/he may have a grievance, the matter should be discussed informally with the principal or appropriate administrator in an effort to resolve the problem informally. Such discussion must be initiated within fifteen (15) days of the event that caused the grievance.

4.4.2 At this time and all succeeding times, the aggrieved person may have the assistance of the Association.

4.5 Formal Procedure

4.5.1 Level One – Supervising Administrator

4.5.1.1 If an aggrieved teacher is not satisfied with the outcome of the informal procedure, s/he may, within ten (10) days of said outcome, present her/his claim as a formal written grievance to her/his principal or other appropriate administrator.

4.5.1.2 The teacher and the administrator shall first confer on the grievance within ten (10) days of receipt of the formal grievance, with a view to arriving at a mutually satisfactory resolution on the complaint. At the conference, the teacher may be represented by the appropriate Association's representative(s) but when the teacher is represented, s/he must be present.

4.5.1.3 The administrator shall communicate her/his decision in writing to the aggrieved teacher and to the Association representative(s) who participated within five (5) days after receiving the complaint.

4.5.2 Level Two – Superintendent / Designee

4.5.2.1 If the aggrieved teacher is not satisfied with the disposition of her/his grievance at Level One, s/he may, within ten (10) days after her/his formal presentation, appeal her/his grievance to the Superintendent / Designee.

4.5.2.2 The Superintendent / Designee shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with the representative of the Association for the purpose of resolving the grievance.

4.5.2.3 The Superintendent / Designee shall, within ten (10) days after the meeting, render her/his decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association's representative. If more time is requested an additional five (5) days will be granted.

4.5.3 Level Three - School Committee

4.5.3.1 If the aggrieved teacher is not satisfied with the disposition of her/his grievance at Level Two, s/he may, within ten (10) days after her/his receipt of the decision, appeal the grievance to the School Committee.

4.5.3.2 The Committee shall, within ten (10) days after receipt of appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of reviewing the grievance.

4.5.3.3 The Committee shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Association. If more time is requested an additional five (5) days will be granted.

4.5.4 Level Four - Impartial Arbitration

4.5.4.1 If the aggrieved teacher is not satisfied with the disposition of her/his grievance at Level III, the Association may within ten (10) days of receipt of the Level Three decision, submit the grievance to arbitration by so notifying the Committee in writing.

4.5.4.2 The Chairperson of the Committee and the President of the Association, or their designees 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 an arbitrator within five (5) days, the Association shall within ten (10) days file the grievance under the procedure of American Arbitration Association.

4.5.4.3 The Arbitrator shall confer promptly with the representatives of the Committee and the Association, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as s/he shall deem requisite.

4.5.4.4 The Arbitrator shall, within thirty (30) days of the close of the hearing, render her/his 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 of authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Committee and the Association and shall be final and binding on the parties and subject to appeal as permitted by law.

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

4.6 Rights of Teachers to Representation

4.6.1 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.

4.6.2 Any party involved may be represented at levels two and three of the grievance procedure by a person of her/his own choosing, except that s/he may not be represented by a representative of 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.

4.7 Miscellaneous

4.7.1 If a grievance affects a group of teachers from more than one school, the Association's appropriate committee may, with the consent of the teachers involved, submit the grievance in writ-

ing to the Superintendent directly and the processing of such grievance shall commence at level two. The Association's appropriate committee may process such grievance through all levels of the grievance procedure.

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

4.7.3 Each grievance shall be submitted in writing on a form approved by the Committee and the Association and shall identify the aggrieved teacher, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events of conditions and a general statement of the grievance and redress sought by the aggrieved teacher.

4.7.4 All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure, except that either party shall have the right to call upon witnesses and have counsel.

4.7.5 All teachers in the bargaining unit shall initiate grievances at the lowest appropriate level.

V. EMPLOYEE RIGHTS

5.1 Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she may have under State of Maine School Laws or other applicable laws and regulations.

5.2 No teacher shall be, without just cause, discharged, disciplined, reprimanded, reduced in rank, or deprived of increased compensation to which the teacher may be entitled under the provisions of this Agreement. Any such action asserted by the Committee, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final. This paragraph does not apply to the nonrenewal of a probationary teacher.

5.3 Whenever any teacher is required to appear in a formal disciplinary hearing before the Superintendent/Designee, Committee, administrator, or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or salary or any increments pertaining thereto, then he/she shall be given two (2) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting and interview.

5.3.1 The suspension of any teacher without pay will be for no longer than ten (10) school days. Any suspended teacher who believes the suspension is without just cause may grieve any loss of pay. Any teacher who is reinstated shall receive pay for the days of the suspension. The Superintendent/Designee shall request a meet and consult with the Association, when the Superintendent/Designee deems a longer suspension period is warranted. The Superintendent/Designee's decision is final.

5.4 All funded positions, as listed in Appendices II and III, shall be posted annually within thirty (30) days after the completion of the season and filled as approved by the Superintendent, with an annual contract. Dismissal of any teacher from a stipend position during the term of the annual contract shall be for just cause.

5.4.1 Fall activities shall be posted by December 1.

5.4.2 Winter activities shall be posted by April 1.

5.4.3 Spring activities shall be posted by June 1.

5.4.4 Annual activities shall be posted by May 1.

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3 **VI. ASSOCIATION RIGHTS AND PRIVILEGES**

4 6.1 Whenever any representative of the Association or any teacher is mutually scheduled by the par-
5 ties to this contract to participate during working hours in negotiations, grievance proceedings, confer-
6 ences, or meetings, he/she shall suffer no loss of pay.

7 6.2 Representatives of the Association shall be permitted to transact official Association business on
8 school property at all reasonable times, provided that this shall not interfere with or interrupt normal
9 school operations and be at no expense to the Committee. The right to use school buildings for meetings
10 will be with the approval of the Principal or Superintendent. All Association visitors shall register at the
11 office of the building principal before conducting Association business on school property during normal
12 working hours.

13 6.3 The Association shall be allowed to use school facilities and equipment, including typewriters,
14 computers, duplicating equipment, calculating machines and all types of audio-visual equipment at rea-
15 sonable times, when equipment is not otherwise in use and with the approval of the Principal. The Asso-
16 ciation shall furnish its own materials and supplies, and pay for repairs incident to such use.

17 6.4 The Association shall have the right to use inter-school mail facilities and school mailboxes as it
18 deems necessary.

19 6.5 The Association may share the use of the bulletin board in faculty lounges.

20 6.6 The Committee and the Association will form standing committees which shall meet and consult
21 but not negotiate with respect to educational policies as described in 26 M.R.S.A. §965(C). The results of
22 these meetings will be printed and made available to the Association.

23 6.7 The Superintendent shall notify the Association of all newly hired teachers in the bargaining unit,
24 including name, address and position, ten (10) days prior to the commencement of the school year, or
25 within ten (10) days of the date of hire after the commencement of the school year.

26 6.8 The Superintendent shall provide the Association with an opportunity at the new orientation prior
27 to the commencement of the school year and at the first general staff meeting of the school year to intro-
28 duce the Association officers and explain the organizational structure of the Association.
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30 **VII. PROFESSIONAL WORK HOURS, WORK YEAR, AND PROGRAM**

31 7.1 Professional Work Hours. The primary goals of the teaching staff are to provide quality instruction to stu-
32 dents in the Auburn schools, to improve student achievement, and to provide a safe and supportive learning
33 environment. As professionals, teachers are expected to devote to their assignments the time necessary to meet
34 these responsibilities.

35 7.1.1 At a minimum, this means that teachers are expected to work during the student instructional day,
36 to attend scheduled open houses, and workshop days, and to attend to student supervision respon-
37 sibilities as directed, which responsibilities may occur before, during, or after the instructional
38 day. For teachers who have not been assigned a morning supervision duty, the expectation is that
39 they will arrive in time so as to ensure that they are ready to begin the instructional day on time.
40 The parties agree that teachers will not normally be required to attend to duties assigned by the
41 administration while at school for more than 30 minutes beyond the student day, but there may be
42 occasions where some weeks contain fewer or additional hours.

7.1.2 Teachers are also expected to meet /communicate with parents, upon request, and with students who need extra assistance. Such meetings will be scheduled by the teacher and the parent / student at a mutually agreeable time (for example, before the instructional day, after the instructional day, during a break, or in the evening). In the event that any teacher has difficulty scheduling a meeting with a parent at a mutually convenient time or if a parent's requests for meetings become unreasonably onerous, the teacher should bring the matter to the attention of a building administrator.

7.1.3 Teachers agree to attend building –wide staff meetings when scheduled by the administration. To the maximum extent possible, such meetings (a) will be scheduled promptly after the dismissal of students, (b) will last no longer than two hours, and (c) will not be scheduled on a Friday afternoon. The administration agrees that teachers will not be required to attend such building-wide staff meetings more than once per week, or for more than 18 hours per school year, unless there is a demonstrated need. Notice of, and the agenda for, such meetings shall be given to the teachers in advance with the expectation that the agenda will be provided three (3) school days prior to the meeting.

7.1.4 In the event that the administration determines that teachers need to be assigned supervision responsibilities, such responsibilities will be assigned by the administration / team leaders or department head. The goal will be to try to ensure that supervision responsibilities do not fall on one teacher or a small group of teachers. In the event of a disagreement, the administration shall have the right to make the assignment. In the event that a teacher is not able to cover an assigned duty, then it is that teacher's responsibility to obtain appropriate coverage and notify his / her building administrator. If the teacher is unable to obtain appropriate coverage then such supervisory responsibilities will be assigned by administrators/team leaders.

7.1.5 Teachers will have a duty free lunch period of at least thirty (30) minutes. This lunch period will be scheduled by the school administration to meet the program and operational needs of the building.

7.1.6 Although teachers' primary responsibility is to the school and to the students during those hours when school is in session, teachers are able to leave the building during non-scheduled periods provided that they fill out a sign-out sheet available in the principal's office in each building.

7.2 Teacher Work Year. The regular employment year for teachers shall extend up to eight (8) workshop days beyond the student school year, which is presently 175 days but subject to change at the discretion of the Board. It is understood that the School Committee has the right to change the number of student days and to set the school calendar, except that if the change increases the number of work days, the Association shall have the right to bargain the impact of such a change. It is further understood that the eighth workshop day's program will be at the teacher's discretion, as organized by management. By May 15th the teacher(s) will submit a proposal to their building administrator for review.

7.3 Professional Program. The schools and classes held in the Auburn schools shall reflect the direction supported by the School Committee acting on behalf of parents and students, consistent with the statutes and regulations of the State of Maine.

7.3.1 Teachers are encouraged to exercise initiative and to practice their craft by selecting and utilizing teaching methods that are effective and which they believe will best improve student outcomes. In doing so, teachers must exercise sound judgment and must operate within the following parameters. The parties expressly agree that the School Committee retains exclusive authority over course content, and the Superintendent and building principals must ensure that the instruction delivered in each classroom complies with statutes and regulations of the State of Maine, the individualized education plans for those students qualifying for special education and related services, and the framework / standards of professional practice set forth in the School Department's per-

formance evaluation and professional growth system. Teachers must also be amenable to changing their method(s) of instruction where such method(s) are ineffective.

- 7.3.2 If a teacher feels as though the foregoing parameters are preventing him / her from assisting a particular student (or students) from achieving academically, the teacher is strongly encouraged to bring his/her concern to the building administration so that the administration and teacher can discuss viable alternatives.

VIII. COMPENSATION AND FRINGE BENEFITS

8.1 Basic Salary Schedule

- 8.1.1 The salaries and differentials of all members of the bargaining unit are set forth in Appendix I which is attached to and made a part of this Agreement.

- 8.1.2 Increments for advance credit shall be effective upon successful completion of courses prior to September 1st, and upon review of the transcripts by the Superintendent.

8.1.2.1 The increment for BA + 30 will be paid when a teacher has accumulated thirty (30) university credits beyond completion of the Bachelor's degree.

8.1.2.2 The increment for MA + 30 will be paid when an teacher has accumulated thirty (30) graduate level credits beyond the master's degree.

- 8.1.3 Credit for prior teaching experience shall be granted for placement on the salary schedule as follows:

8.1.3.1 Teaching experience in a state approved and/or accredited pre-K-12 public and or private school will be granted if the teacher held state certification in the area being taught during each of the years. It is the responsibility of the teacher to supply official verification of such experience by October 1st of the school year in which the credit is to be given.

8.1.3.2 A year for each year of teaching experience in a accredited public or private post secondary institution of higher education will be given.

8.1.3.3 Credit will not be given for partial years of experience outside the Auburn School Department.

8.1.3.4 Within the Auburn School Department a year of credit will be given for ninety (90) or more consecutive days of teaching experience in the same position as a regular teacher or a long-term substitute.

8.1.3.5 The Superintendent/Designee will make the final decision after consultation with the Association on a case by case basis for unique situations.

- 8.2 The annual salaries of teachers shall be paid through direct deposit in twenty-six (26) installments through a participating bank of their choice due every other Friday with the first payment due on the first Friday in September.

1 8.3 Teachers may receive their total final pay on the first payroll date after July 1st if they have so requested by
2 May 1st through electronic access, provided by the Business Office. Proper payroll deductions shall be
3 made from this check for health insurance, retirement, and other authorized deductions so as to afford cov-
4 erage for the teacher until the first deduction the following fall.

5 8.3.1 Teachers whose salaries are paid with Federal funds will receive the balance of their con-
6 tractual payment on the last payday of the fiscal year. Any teacher retiring, leaving the employ of
7 the District, or other special circumstances as approved by the Superintendent, may receive his/her
8 final pay on the first payroll subsequent to the closing of schools, if they so desire. In the event
9 the State of Maine repeals the minimum teachers' salary statute, no teacher shall be paid less than
10 their base salary from the previous year.

11 8.4 Teachers required to work on a regular contract assignment which exceeds beyond the contracted number
12 of days for the school year shall receive a per diem rate of their teaching salary.

13 8.5 An teacher's participation in field trips which extend beyond the teacher's in-school workday, overnight,
14 and/or weekend trips that are assigned by the Principal, shall be compensated at a per diem rate, for each day or
15 part of a day beyond the teacher's normal school day.

16 8.6 The salaries for co-curricular activities are set forth in Appendix II which is attached hereto and made a
17 part of this agreement. Activities have been assigned a fall, winter, spring, or annual status. Payment for each
18 shall be made as follows: fall in November, winter in March, and spring in June. In the case of an annual posi-
19 tion the teacher may choose to be paid in her/his regular biweekly paycheck, or may elect three installments
20 payable in November, March, and June. Seasonal stipends are paid as a part of the regular paycheck.

21 8.7 Dues Deduction From Salary

22 8.7.1 The Committee agrees to deduct from teachers' salaries along with other authorized deductions,
23 dues for the local, state, and national association, as said teachers individually and voluntarily
24 authorize the Committee to deduct. Total dues deduction shall be transmitted to the Auburn Edu-
25 cation Association.

26 8.7.1.1 The Association shall certify to the Committee in writing, the current rate of local,
27 state and national members' dues on or before August 1st for the following school year.

28 8.7.1.2 The Committee agrees to recognize continuous payroll deduction forms signed by in-
29 dividual members.
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31 8.7.2 Any change in deductions shall be processed monthly on a date designated by the Business Office.
32 Deduction forms shall be available from the Association.

33 8.7.3 The Committee will notify the Association, in a timely manner, of any member who notifies the
34 business office of their termination of association membership. The Committee shall not be responsible for
35 the enforcement of this provision.

36 8.7.4 The Association shall indemnify, defend and hold the Committee harmless against any claim
37 made and against any suits against the Committee on account of payroll deduction of dues.

38 8.7.5 If the School Committee perceives the Association or any of its members are engaging in work re-
39 duction activity as a result of a labor dispute, the Parties agree to the following procedure:

40 8.7.5.1 School Committee representatives will meet with Association representatives to
41 discuss and try to resolve their differences.

42 8.7.5.2 If the issues remain unresolved after 15 working days, a Mediator/Arbitrator of
43 recognized competence and ability shall be selected mutually within 10 working days. If the

Parties cannot mutually agree to a Mediator/Arbitrator either Party may contact the American Arbitration Association (AAA) to request an expedited mediation/arbitration. The AAA shall immediately provide a list of three available. Mediators/Arbitrators for rank ordered selection. The Mediator/Arbitrator shall meet within ten (10) days with the Parties and render a binding decision about the perceived work reduction activity. The decision shall be rendered not later than ten (10) working days. It is the intent of the Parties to utilize the AAA rules on expedited arbitration.

8.7.5.3 In the event, the Mediator/Arbitrator rules that the activity is a work reduction activity, then the School Committee may suspend this provision within sixty (60) days of the decision.

8.7.5.4 In no event shall this provision be suspended for more than the duration of this contract.

8.8 Insurance Benefits

8.8.1 The Committee will provide the following percentages of the premium for the elected coverage of the Maine Education Association Benefits Trusts Choice Plus option, if available. Any teacher who is employed under contract for less than full time shall be eligible to receive a pro-rated contribution by the Committee, based upon the amount of time worked compared to the time worked by a full-time teacher.

8.8.2 The Committee will provide three options for the health benefit.

8.8.2.1 Option One:

For the 2016 / 2017 school year the Committee will provide 94% of the premium for Single coverage or 87 % of the premium for Adult with Child(ren) coverage, and the employee will pay the balance of the premium.

For the 2017-2018 and 2018-19 school years the Committee will provide 90% of the premium for Single coverage or 85 % of the premium for Adult with Child(ren) coverage, and the employee will pay the balance of the premium.

8.8.2.2 Option Two:

The Committee will provide 80% of the premium for Two Adult or Full Family coverage if the spouse is not employed, or is self employed, or employed but is not eligible for health insurance through her/his employer, or if eligible for such insurance, her/his employer does not contribute to the cost of the insurance.

8.8.2.3 Option Three:

The Committee will provide 70% of the premium for Two Adult or Full Family coverage if the spouse is employed or self employed and has access to health insurance, but elects not to enroll.

8.8.2.4 Teachers requesting health coverage for a spouse are required to complete the Annual Spousal Health Insurance Certification form, which is attached as Appendix V, within fifteen (15) calendar days upon signing of this Agreement, to the Business Office, and thereafter each year during the open enrollment period. Once the annual selection is made, no changes shall be permitted during the year except as permitted by the carrier or by law.

8.8.3 The Committee's contribution for the Choice Plus option may be applied to the Standard option. The remaining cost of such insurance at the elected coverage shall be paid for by the teacher.

1 8.8.3.1 In addition to the Choice Plus and Standard Plan options, participating teachers
2 may voluntarily select either the Standard 500 or Standard 1000 plans offered by the MEA
3 Health Trust. The above premium splits shall apply.

4 8.8.4 For the elective coverage, the July 1st premium rate change, will take effect in the June pay period.

5 8.8.5 The Teachers' portion of the premium cost of the benefits provided for under this section shall be
6 paid for by payroll deduction upon receipt of all required documentation on a salary reduction (pre-tax) ba-
7 sis. All premium payments for the insurance benefit need to be furnished pursuant to this section and shall
8 be provided in a manner which qualifies under Section 125 of the Internal Revenue Code of 1986 as
9 amended. There will be no exceptions.

10 8.8.6 If an teacher is eligible for and selects domestic partner health insurance coverage, the teacher
11 shall pay the difference for the coverage selected. The contribution shall be permitted on a pre-tax basis
12 provided the teacher signs Section B of the Affidavit of Domestic Partnership, MEABT Blue Cross/Blue
13 Shield Health Plan indicating the teacher's partner is a qualified dependent

14 8.8.7 Whenever a husband and wife are employed by the Committee, the Committee shall pay the least
15 expensive combination coverage.

16 8.8.8 The District agrees to offer payroll deductions for a dental health plan agreed upon by the Asso-
17 ciation and District.

18 8.8.9 If or when, the total cost of family plan premium reaches or exceeds \$26,500 then the parties
19 agree to meet and negotiate how the Cadillac Tax under the federal Affordable Care Act is to be paid and/or
20 assessed. If, after 3 calendar months from the date of their first meeting, the parties have not agreed upon
21 how such assessment is to be paid, then the default arrangement will be that the teacher electing any cover-
22 age that results in the assessment of a Cadillac Tax shall be 100% responsible for its payment and the Com-
23 mittee shall be authorized to withhold any amounts necessary to pay this excise tax from the teachers'
24 wages.

25 8.9 Compensation for Travel

26 8.9.1 Teachers who regularly are assigned to more than one building and who are authorized to use their
27 own automobiles for such travel shall be paid at the current IRS allowable rate as of July 1st. The teacher
28 must submit monthly a compensation form as provided by Business Office.

29 8.10 Professional Study

30 8.10.1 For each hour of college credit approved in advance by the superintendent, a teacher shall receive
31 a reimbursement equal to the actual tuition costs but no greater than the University of Maine rate. Such re-
32 imbursement shall be requested within ninety (90) days of course completion. Requests will be reimbursed
33 within thirty (30) days of submission. A teacher must be employed at the time payment is made, except a
34 teacher who is eliminated by a reduction in force shall be reimbursed if the approval and commencement of
35 course(s) has occurred. S/he shall not be reimbursed for approved courses that commence after the reduc-
36 tion in force notice.

8.10.2 No more than twelve (12) college credits shall be reimbursed for a teacher in one fiscal year (July 1 to June 30). Exceptions to the number of college credits per year may be made for programs of study that require more than twelve (12) credits per year. CEU's (Continuing Education Units) are not considered college courses. State approved courses that meet the exceptionality requirement will be approved for reimbursement through these procedures and will be counted as three (3) of those allowable credits.

IX. LEAVES OF ABSENCE

9.1 Sick Leave

9.1.1 By the beginning of the school year, each returning teacher shall be informed through electronic access, or in writing of her/his accumulated sick leave days.

9.1.2 Each teacher shall receive seventeen (17) sick leave days per school year accumulative to one hundred twenty (120) days. A teacher who has submitted her/his intent to retire, shall be entitled to his/her unused accumulated sick leave plus seventeen (17) days allowed for the current year. Under unusual circumstances, the Superintendent may grant additional days. Days utilized for professional conferences and visitation will be considered when approved as appropriate by the staff member's supervisor, and will not be charged to leave days.

9.1.3 Up to ten (10) accumulated sick leave days can be taken for illness in the immediate family (those relationships as defined in Family Medical Leave Act [spouse, parent, son, daughter] as well as adult child and parent-in-law) if such illness requires care by the employee. Five (5) additional days may be taken upon written notification to the Superintendent. Additional days may be granted by the Superintendent in the event of illness that requires care by the teacher. However, only one teacher per family may be absent at any one time for a family illness, except in the case of a grave or terminal illness.

9.1.4 Up to ten (10) accumulated sick leave days may be taken for death in the immediate family. The immediate family for bereavement leave is defined as those relationships identified in the Family Medical Leave Act (spouse, parent, son, daughter) as well as adult child, parent-in-law, sibling, sibling-in-law, grandparent, and grandchild. Teachers may use one of the ten (10) days in each instance to attend the funeral of one not previously defined. Additional days may be granted by the Superintendent for extenuating circumstances.

9.1.5 No teacher shall be entitled to leave in any case in which his/her disability arises from an injury arising out of and in the course of gainful employment outside the School Department and can be covered by insurance held by that employer.

9.1.6 The Committee's obligation to pay sick leave shall not be cumulative with its obligation to provide Worker's Compensation benefits for an teacher, and any teacher receiving Worker's Compensation for a cause attributable to her/his employment by the School Department shall not also receive leave.

9.1.7 Any teacher who has received leave may be required by the Committee to apply for Worker's Compensation and actively pursue a claim for the same or permit the Committee to do so in her/his name and it may require that any such Worker's Compensation benefits received or to be received be assigned to it to the extent of any such overpayment of leave.

9.2 Any teacher who suffers a work related injury and qualifies for payments under the Workers Compensation Act shall have the option of either:

9.2.1 to receive the workers compensation payments only, and not access her/his personal sick leave, or;

9.2.2 to access her/his personal sick leave, provided that the teacher has first endorsed all workers compensation payments to the Committee. The Committee shall pay the difference between Workers' Comp-

sation benefits and sick leave until leave is exhausted. When the teacher has exhausted her/his leave, the above provision becomes effective.

9.3 In no event shall any teacher be eligible to receive payment from the Workers Compensation Act and the Committee at the same time.

9.4 Teachers shall not use Worker's Compensation concurrently with the sick leave bank.

9.5 Sick Leave Bank

9.5.1 Employees may choose to participate in the Sick Leave Bank; but in no case will they be eligible to participate in the Sick Leave Bank when said employee's personal disability insurance plan is activated or upon acceptance into the Maine State Retirement Disability Plan.

9.5.2 The sick leave bank is designed to assist employees who experience a major illness. It is intended to serve those who have used their accumulated sick leave and who anticipate a long term absence.

9.5.3 A sick leave bank, administered jointly by the Committee and the Association, shall be established by those employees who wish to participate. Participation will be voluntary.

9.5.4 Each participant in the bank, upon initial enrollment, will donate one (1) day of leave. The donated day will be deducted from the accumulated leave of the participant.

9.5.5 The remaining days at the end of the school year will be transferred to the next school year. No new days will be added to the bank until such time as the number of days diminishes to ten (10) days at which time employees desiring to continue in the bank will donate not more than one (1) day from sick leave to be deducted from the participants' accumulated leave.

9.5.6 Participants must notify the Association by September 30th if they desire to enroll in the bank. The Association will notify the Superintendent of all additions before October 15th. The Association will inform new hires of the sick bank benefit. An employee hired after the start of the school year will have thirty (30) days to enroll.

9.5.7 Participants drawing sick leave days from the bank will not have to replace those days except as a regular contributing member of the bank.

9.5.8 Employees withdrawing from membership in the bank will not be able to withdraw the days they contributed.

9.5.9 Employees who have been employed less than three years will be eligible for the sick leave bank under the following conditions.

9.5.9.1 For the first year, they will be ineligible for the sick leave bank.

9.5.9.2 For the second year, they will be eligible for a maximum of twenty (20) days from the sick leave bank.

9.5.9.3 For the third year, they will be eligible for a maximum of forty (40) days from the sick leave bank.

9.5.9.4 Beginning their fourth year, they will be eligible for the full benefits of the sick leave bank.

9.5.9.5 Whenever an employee under this section uses the maximum days for their eligibility, from that date the employee may not access the sick bank again for the next 365 days.

1 9.5.10 Employees wishing to use days from the sick leave bank shall apply through the joint committee.
2 Decisions of the joint committee will be final. Applications for the use of days shall be in accordance with
3 sick leave bank guidelines below:

4 9.5.10.1 Employees will not be able to draw days from the bank until their own leave is depleted.

5 9.5.10.2 Requests for the use of the sick leave bank must be accompanied by a doctor's certificate
6 stating disability or illness.

7 9.5.10.3 Employees will be able to draw from the sick leave bank from the first day of unpaid
8 sick leave, but no employee may draw more than ten (10) days from the bank at any one time
9 without renewing her/his request. The joint committee may waive the ten (10) day requirement.

10 9.5.10.4 An employee may access the sick leave bank for a maximum of sixty (60) days.

11 9.5.10.5 Whenever an employee uses the maximum 60 days, from that date the employee may not
12 access the sick bank again for the next 365 days.

13 9.5.10.6 Sick leave from the sick bank shall not be used concurrently with Workers' Compensa-
14 tion.

15 9.6 Temporary Leaves of Absence

16 9.6.1 Leaves of absence may be granted at the discretion of the Superintendent. They shall be requested
17 in advance and shall not be deductible from sick leave.

18 9.7 Legal Proceedings

19 9.7.1 Time necessary for appearance in any legal proceeding connected with the teacher's employment
20 with the School System shall be granted. This section shall not apply to instances where teachers have
21 engaged in illegal activity against the District.

22 9.8 Jury Duty

23 9.8.1 In the event a teacher must perform jury duty during a scheduled work day, the teacher shall re-
24 ceive full pay and benefits while serving and shall, upon receipt of the jury stipend, reimburse the School
25 Department the full amount of said stipend. If such reimbursement is not made within two (2) payroll
26 dates, the District may deduct said amount from the teacher's paycheck.

27 9.9 Extended Leave of Absence

28 9.9.1 A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the
29 Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher, and is a full-time par-
30 ticipant in either of such programs, or accepts a Fulbright Scholarship. A leave of absence for a Ford
31 Foundation Fellowship may be granted by the Committee. Such leave will be limited to no more than
32 three (3) teachers in any one year. If more than three (3) teachers submit requests under this section, the
33 Committee may grant additional extended leave of absence at its discretion.

34 9.10 Association Leave

35 9.10.1 The Committee shall permit a leave of up to two (2) years to any teacher who is elected to an of-
36 fice of the State or National Association. Upon return to the Auburn School District, all fringe benefits
37 accrued to him/her at the time said leave commenced, shall be restored, except that said leave will not
38 count as service credit on the salary plan, shall be without pay, and will not count towards accrual for
39 sabbatical eligibility or for seniority credit. The teacher shall be assigned to the same position s/he held at
40 the time said leave commenced, if available, or if not, to a comparable position.

9.10.2 Teachers shall be allowed up to fifteen (15) days per year for representing the State or National Association when serving as an officer. The Association shall reimburse the District for the cost of the substitute.

9.11 Child Leave

9.11.1 A pregnant teacher, who is medically unable to perform the essential job functions of her position because of her pregnancy, will be entitled to the same benefits as any other physically disabled employee. A doctor's certificate of such disability may be required as a condition of such leave or if such leave extends six (6) calendar weeks beyond the birth of the child.

9.11.2 A leave of absence without pay for the remainder of the work year in which the pregnancy terminated may be granted upon written request of the teacher involved.

9.11.3 A teacher adopting a child shall be entitled to a leave of absence of up to six (6) calendar weeks from date of de facto custody. Accumulated sick leave may be used for this purpose.

9.11.4 Paternity leave shall be granted for up to two (2) weeks.

9.12 Return From Leave And Benefits

9.12.1 Upon return from leave described in Section 9.11.1 above, the teacher shall be immediately assigned to the same position which she/he held at the time leave commenced or if that position is no longer in existence, to a comparable position.

9.12.2 Upon return from leave granted pursuant to section 9.5 and 9.6 of this Article, an teacher shall be considered as if he/she were actively employed by the Committee during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure, towards credit for sabbatical eligibility or for seniority credit.

9.12.3 All benefits to which an teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position he/she held at the time said leave commenced, if available, or if not, to a comparable position. This provision would cover only basic teaching assignments, however, exceptions beyond the basic teaching assignments may be made at the discretion of the Committee.

9.13 Sabbatical Leave

9.13.1 Any teacher who has been on contract in the Auburn School System for seven (7) or more years may be granted a sabbatical leave of absence at half pay for the period of not more than one (1) year for the purpose of increasing his/her professional preparation in a specific teaching area. The leave must be deemed in the interest of the Auburn School System, recommended by the Superintendent, and approved by the School Committee.

9.13.2 As a condition to being granted such a leave, a teacher must sign a written agreement to return to the Auburn School System for one (1) academic year. If the program of professional improvement is not satisfactorily completed, or if the teacher does not return to the service in the Auburn School System, said teacher must return the pay received while on leave.

9.13.3 Sabbatical leaves shall not exceed six (6) semesters in any one (1) year, with the understanding that all other things being equal, priority shall be given to requests for full year over those for a single semester.

9.13.4 At the termination of a sabbatical leave, a teacher must complete another seven (7) year contract period with the Auburn School System before becoming eligible for another sabbatical leave.

9.13.5 Requests for sabbaticals shall be submitted on or before December 1st for the ensuing year.

9.13.6 Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he/she would have been had he/she remained actively employed in the Auburn School System, and be awarded his/her retirement benefit for the sabbatical year and all fringe benefits to which he/she was entitled at the commencement of the leave shall be restored to him/her.

9.13.7 He/she shall be assigned to the same position or at least a position comparable to that held at the time leave commenced. The guarantee for this section only pertains to basic classroom assignments; however, exceptions beyond the basic teaching assignment may be made at the discretion of the Committee.

9.14 Personal Days

9.14.1 Personal days shall be defined as a day of excused absence from school in order to conduct necessary personal affairs, which can not be conducted after school hours. Each teacher shall receive two personal days without reason subject to the following conditions. Personal days may not be used for any school day immediately preceding or following a holiday or vacation including weekend days contiguous to such vacations or holidays except in emergencies and special circumstances such as: wedding and educational functions in the immediate family, subject to the approval of the Superintendent. Personal days will be deducted from accumulated sick leave.

9.14.2 All requests must be in writing to the Superintendent through the Principal at least forty-eight (48) hours before the day is utilized. In cases of emergency, the request will be considered after the fact. If there is a situation that affects the coverage in a building, the building administrator may approach the employee to see if the personal day can be rescheduled.

9.14.3 Doctor's visits and appointments will be classified as sick days and deducted from sick leave provisions.

9.14.4 Days utilized for professional conferences and visitation will be considered when approved as appropriate by the staff member's supervisor, and will not be charged to personal days.

X. TEACHER ASSIGNMENTS

10.1 Change of Assignment

10.1.1 When an unusual change of assignment occurs after the close of school in June, the teacher shall be notified of said change as soon as possible.

10.2 Teaching Load

10.2.1 Teachers in grades seven (7) through twelve (12) shall not be required to teach more than two (2) separate discipline areas nor more than a total of three (3) teaching preparations [teaching preparations meaning three (3) subject areas]. Innovative programs or special programs will be excluded from implementation this provision.

10.3 Co-curricular Appointments

10.3.1 Teacher participation in co-curricular activities shall be voluntary. The principal shall recommend the most suitable candidate to the Superintendent for appointment. In the event that candidates have equal suitability, a current system teacher shall be given preference.

10.4 Compensation for Stipend Positions

10.4.1 Compensation for stipend positions shall be according to Appendices II and III.

10.5 Contract Notice

10.5.1 Continuing contract teachers shall be notified of their contract and salary status for the ensuing year not later than April 1st, or within ten (10) days following completed and ratified negotiations, whichever comes later.

10.5.1.1 If negotiations are still in progress on April 1st, the teacher will indicate by April 15th his/her intent to continue employment in the Auburn School System for the ensuing year with the understanding that contract and salary will be issued after completion of negotiations. Probationary teachers shall be notified of their contract and salary status for the ensuing year not later than May 14th.

10.5.2 Co-curricular stipend contracts: teachers approved for stipend positions, as listed in Appendices II and III, shall be notified of their stipend contract and salary status upon the Superintendent's approval.

10.6 Supervision of Auxiliary School Personnel

10.6.1 The work that auxiliary school personnel (defined as Educational Technicians) perform shall be that which is directed and supervised by school administrators and classroom teachers.

10.7 Use of Teachers as Substitutes

10.7.1 The use of teachers as substitute teachers will be avoided whenever possible. At the secondary level, teachers will not be asked to give up their preparation period to substitute except in an extreme emergency.

10.8 Department Heads

10.8.1 Every effort will be made to have Department Heads at the secondary level who have more than seven (7) teachers to supervise, teach no more than four (4) periods per day.

10.9 Educational Policy

10.9.1 The parties agree that the above sections 10.2 (relating to teaching load) and 10.8 (relating to teaching / supervision load of Department Heads) concern matters of educational policy, subject to change at the discretion of the Committee although subject also by statute to a meet and consult requirement and impact bargaining, if requested. Accordingly, both parties recognize that this provision does not constitute a contractual obligation on the part of the Committee and shall not be subject to the grievance procedure contained in this contract.

XI. TRANSFERS-PROMOTIONS-VACANCIES

11.1 Posting of Vacancies

11.1.1 It shall be the policy of the Superintendent to notify the professional personnel through the Committee's web site of funded and approved vacancy positions within the bargaining unit.

11.1.2 For the purposes of this section, a vacancy shall be deemed to have occurred when the School Committee or the Superintendent so declares it. This notice shall be posted for at least ten (10) school days prior to filling the vacancy.

11.1.3 Should a vacancy occur during the summer, when school is not regularly in session, said vacancy shall be posted through the Committee's web site, if feasible, at least ten (10) days before the vacancy is filled.

1 11.2 Request for Transfer of Assignment

2 11.2.1 Teachers who desire a change in grade and/or subject assignment or who desire to transfer to an-
3 other building, shall file a written statement with the Superintendent, stating the type of assignment that
4 would be of interest to them.

5 11.2.2 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the indi-
6 vidual teacher shall be honored to the extent that in the opinion of the Superintendent, such a transfer is in
7 the best interests of the School System.

8 11.2.3 Subject to the discretion of the Superintendent exercised in the best interests of the school system,
9 persons residing in the same household, including but not limited to spouses, may be employed for posi-
10 tions within the same school building.

11 11.3 Involuntary Transfer

12 11.3.1 This article excludes the following: reduction in force, request for a transfer, school closing, and
13 school reorganization.

14 11.3.2 Transfer and assignment of staff members will be at the discretion of management; however,
15 teachers shall not be involuntarily transferred for capricious, arbitrary, or discriminatory reasons. When-
16 ever any teacher is involuntarily transferred to another administrative unit within the Auburn School Sys-
17 tem and is assigned to a grade level that is two or more grade levels above or below their current assign-
18 ment, he/she shall receive the following support to assist in that transfer.

19 11.3.2.1 The teacher shall, if feasible, be allowed up to two visitation days in the new
20 school/program at his/her request.

21 11.3.2.2 The Committee will provide funds of at least \$150.00 to help acquire teaching materials
22 necessary for the new assignment.

23 11.3.2.3 The teacher will be employed during the summer vacation period for up to 5 days at
24 his/her per diem rate, upon his/her request, to prepare for the new assignment.
25

26 **XII. EVALUATION AND PERSONNEL FILES**

27 12.1 Evaluation

28 12.1.1 All monitoring or observation of the work or performance of a teacher shall be conducted openly
29 and with the knowledge of the teacher.

30 12.1.2 Teachers shall be evaluated only by persons certified by the Maine State Department of Education
31 to supervise instruction within the teacher's subject area, except personnel in the teacher's building, such as
32 the building Principals, Assistant Principals, Department Heads, Team Leaders, and School Department
33 personnel who have been assigned supervisory responsibilities by the Superintendent or Committee. No
34 teacher will be subjected to a team evaluation of more than three (3) members.

35 12.1.3 An teacher shall be given a copy of any written evaluation report prepared by his/her evaluators at
36 least one (1) day prior to any conference to discuss it. By mutual agreement, the one-day waiting period to
37 meet may be waived. No such report shall be submitted to the Central Office, placed in the teacher's per-
38 sonnel file, or otherwise acted upon without prior conference with the teacher. The teacher shall be re-
39 quired to acknowledge he/she has seen such report at the time of the conference; however, no teacher will
40 be required to sign a blank or incomplete evaluation form. Further, such signature in no way indicates
41 agreement with the contents thereof. The teacher shall also have the right to submit a written answer to

such materials within five (5) days of review of such material and his/her answer shall be reviewed by the appropriate administrator.

12.2 Personnel Files

12.2.1 The Superintendent shall maintain, for official purposes, one personnel file for each teacher. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the teacher, written evaluations and other appropriate material relating to the individual's employment.

12.2.2 No materials derogatory to teacher's conduct, service character or personality shall be placed in his/her personnel file unless the teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed at the time of the review of the material, with the express understanding that such signature in no way indicates agreement with the contents thereof. Anonymous or unattributed material shall not be placed in the file. The teacher shall also have the right to submit a written answer to such material within ten (10) days of review of such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file-copy.

12.2.3 Teachers, and designated Association representatives, with written authorization from the teacher(s), shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.

12.2.4 No person other than the teacher, the teacher's representative, the School Committee when acting as a collective body, or the teacher's current or future administrators shall have access to the teacher's personnel file unless specific written authorization is granted by the teacher.

12.2.5 The teacher and/or duly designated Association representatives with written authorization may obtain copies of any material in the personnel file without cost during the normal business hours of the office in which the file is kept, but no greater than once per year. If request is greater than once per year, teacher may have to pay cost associated with providing documents.

12.2.6 By mutual consent between the teacher and the Superintendent or designee, any item contained in a teacher's personnel file may be removed and destroyed.

XIII. SENIORITY AND REDUCTION IN FORCE**

** {Note: Whereas the parties have been unable to reach agreement on current Article 13- Seniority and Reduction in Force. the following expedited arbitration process will be followed to reach a binding determination on language for Article 14. The Chairperson of the Committee and the President of the Association, or their designees, shall within ten (10) days of the signing of the 2015-16 contract jointly select a representative to serve on the 3- person interest arbitration panel. The two arbitrators so selected and named shall, within 10 days, agree upon and select and name a neutral arbitrator. If the two arbitrators cannot select a neutral arbitrator then they shall request the American Arbitration Association or the Labor Relations Connection to utilize its procedures for the selection of a neutral arbitrator. The arbitration shall be held in accordance with 26 M.R.S.A. section 965 (4), (5). Until the arbitrators' decision is rendered and the period of appeal to Superior Court has expired Article 13- Seniority and Reduction in Force of the 2013-15 contract (listed below) shall remain in full force and effect. Once the arbitration panel's decision has become final, the panel's language on Article 13 will replace the current language}.

****SEE NEXT TWO PAGES FOR REPLACEMENT LANGUAGE FOLLOWING ARBITRATION PANEL'S FINAL DECISION AND ACCOMPANYING SIGNATURE PAGE****

13. SENIORITY AND REDUCTION IN FORCE⁵

13.1 Seniority Determination

- 13.1.1 September 1st is the basic date to start seniority credit. Employees who resign from the Auburn School Department shall lose all seniority credit upon future employment with the School Department.*
- 13.1.2 Teachers who are employed within forty-five (45) days after September 1st shall be awarded a seniority starting date of September 1st. For teachers over that limit, the seniority date shall be the date the teacher actually started to work.*
- 13.1.3 In case two or more teachers have the same seniority within the system, the teacher having the longest Total/teaching experience shall be regarded as the more senior. Total teaching experience is defined as all teaching experience as a teacher under contract in public schools K-12.*
- 13.1.4 If two or more teachers still have the same seniority, then the teacher holding the most supplemental stipend positions (between July 1 – June 30) listed in Appendix II, III, and IV, shall be considered the most senior. If there is still a tie then a lottery shall be conducted to determine the most senior, with a representative of the Association present.*
- 13.1.5 Total teaching experience shall exclude student teaching but shall include substitute teaching within the system of forty-five (45) or more successive days or more in the same position immediately prior to full-time regular employment.*

13.2 Seniority *List and impact areas:*

*The School Committee shall prepare and maintain **five** seniority lists by **impact area**: one for the secondary grades, one for the middle grades, one for the elementary grades, **one for the alternative program, and one for RETC/SOS**. The lists shall show the names, seniority dates or years, and present position of all teachers in the Auburn School Department. [The seniority lists will be prepared by the administration, delivered to the Association, and posted by October 1st of each school year. Any disagreement with the list must be reported to the Superintendent within 20 days of delivery and posting or the list will be deemed to be correct until the following October. The seniority lists for the period ending October 1, 2017 only are attached hereto as Appendix A.]*

The following impact areas will be used:

A. Elementary, by department

- 1. Art**
- 2. Behavior**
- 3. K-6**
- 4. English as Second Language**
- 5. Gifted and Talented**

⁵Existing contract language is in italics. New contract language is in bold print.

- 6. Guidance**
- 7. Leadership**
- 8. Music**
- 9. Nurse**
- 10. Physical Education**
- 11. Pre K**
- 12. Reading Recovery**
- 13. Special Education**
- 14. Speech**
- 15. Technology**

B. Middle School, by department

- 1. Art**
- 2. English Language Learning**
- 3. Foreign Language**
- 4. Guidance**
- 5. Health**
- 6. Home Economics**
- 7. Industrial Arts**
- 8. Language Arts**
- 9. Leadership**
- 10. Library**
- 11. Math**
- 12. Music**
- 13. Nurse**
- 14. Physical Education**
- 15. Science**
- 16. Social Studies**
- 17. Special Education**
- 18. Speech**
- 19. Technology**

C. High School, by department

- 1. Alternative Education**
- 2. Art**
- 3. Career Aspirations**
- 4. English**
- 5. English as Second Language**
- 6. Foreign Language**
- 7. Gifted and Talented**
- 8. Guidance**
- 9. Health**
- 10. Home Economics**

⁵Existing contract language is in italics. New contract language is in bold print.

- 11. Industrial Arts
- 12. Land Lab
- 13. Library
- 14. Math
- 15. Music
- 16. Nurse
- 17. Physical Education
- 18. Life Science
- 19. Physical Science
- 20. Social Studies
- 21. Special Education
- 22. Speech
- 23. Technology

D. Alternative Program

E. RETC (Regional day treatment program)/SOS (High School day treatment program)

13.3 Reduction in Force

13.3.1 A reduction in force is defined as the elimination of a position held by a teacher after due notice of 90 days pursuant to 20-A MRSA Section 13201. This article does not apply to the dismissal or non-renewal of a teacher for disciplinary reasons or to the nomination or employment of a probationary teacher.

*13.3.2 At the time the Committee determines that there shall be a reduction of teaching positions within **an impact area**, the Committee shall notify the Association of the teaching position to be eliminated and shall give the Association a statement describing the reasons for the elimination of specific teaching positions.*

*13.3.3 The Association shall be given the opportunity to discuss the elimination of such teaching positions with the administration. The size of the teaching staff is not grievable. **The layoff** of individual teachers shall be grievable.*

13.3.4 In determining which teacher(s) shall be laid off within an impact area, the School Committee shall first lay off any teacher with a rating of "ineffective" on their most recent summative evaluation.

13.3.5 In the event that no teachers are rated ineffective or additional teachers must be laid off in an impact area, in deciding whom to lay off the Committee shall consider all of the following criteria, in the priority order listed, giving greater weight to factors higher on the list:

- Seniority
- Relative Effectiveness Ratings on the most recent summative

⁵Existing contract language is in italics. New contract language is in bold print.

evaluation

- **Areas and levels of certification**
- **Educational attainment, experience or training**
- **Leadership in co/extracurricular activities.**

13.3.3.6. Placement on the seniority list shall be determined as follows:

- 13.3.3.2.1 On the subject area or program, and the grade level (elementary, middle, secondary) where the teacher is assigned at the present time,*
- 13.3.3.2.2 Any teacher teaching a foreign language, at the middle level or secondary level, will be listed within his/her area(s) of their foreign language endorsement whether or not they are currently teaching in that endorsement area.*
- 13.3.3.2.3 Any teacher teaching a science, at the secondary level, will be listed within her/his area(s) of their science endorsement, whether or not they are currently teaching in that endorsement area.*
- 13.3.3.2.4 If a teacher has five (5) or more years of experience in Auburn in another impact area **within the past seven (7) school years**, then they shall also be listed **in that impact area**.*
- 13.3.3.2.5 Elementary level regular classroom teachers **in the Elementary K-6 impact area** shall be considered as one grade level unit.*
- 13.3.3.2.6 Middle level and secondary level teachers shall be considered on the basis of the subject and the level being taught. Secondary level shall be considered as a unit, and middle level shall be considered as a unit.*
- 13.3.3.2.7 Program area teachers shall be considered on the basis of the program being taught and the grade level, with elementary, middle and secondary levels, each being considered as an equivalent grade level, except for the RETC/SOS and the Alternative program which each shall be considered on the basis of a combination of middle and secondary levels.*
- 13.3.3.2.8 Any teacher teaching **in more than one impact area** shall **be listed in the impact area in which they spend the majority of their day**.*
- 13.3.3.2.9 Interdisciplinary teachers shall be on the grade level seniority list within all of the areas they are teaching for which they are properly certified*
- 13.3.3.3 A teacher, **except a teacher rated ineffective when laid off**, who has been reduced in force and is rehired within two (2) years of the effective date of non-renewal (which shall be defined as August 31 of the year of non-renewal) shall have accumulated sick leave, acquired in Auburn prior to the reduction in force, reinstated.*

⁵Existing contract language is in italics. New contract language is in bold print.

XIII. RETIREMENT

14.1 Any teacher retiring from the Auburn School Department, on a pension from the Maine Public Employees Retirement System, may choose one of the following as a retirement benefit.

14.1.1 A stipend of \$150 for each year of service as a teacher in Auburn; or

14.1.2 A payment at the retiring teacher's per diem rate for up to 30 days of unused accumulated sick

14.1.3 Notwithstanding anything to the contrary in the two immediately preceding subsections, beginning on September 1, 2018, and thereafter, the maximum sum the Committee will pay to all retiring teachers (except those listed on the attached Appendix VI) shall be \$7,750. The teachers listed in Appendix VI shall be grandfathered and may receive up to 30 days of unused accumulated sick leave at the time of their retirement on a pension from MEPERS.

14.2 Payment

14.2.1 Any teacher submitting his/her resignation for reasons of retirement before December 1st, shall receive his/her retirement benefits included in the first pay period in July. The Superintendent may grant the retirement benefit pay for those who submit their resignation after December 1st on a budget available basis. Any person retiring without having filed a letter of intent may have to wait until July of the school year following retirement before receiving a retirement stipend.

14.3 Retirement benefits shall be paid to the beneficiary of any teacher who dies before retirement, provided the teacher has filed a letter of intent to retire with the Superintendent.

(continued on following page)

1
2 14.4 Study Committee
3

4 14.4.1 The parties agree to participate in a study committee to review current and alternative retirement
5 benefit options, including a 403b (tax-sheltered annuity plan).
6

7 14.4.2 The parties will each designate a representative(s) to participate on the study committee by Octo-
8 ber 15, 2017.
9

10 14.4.3 The parties may jointly select a neutral actuary to meet with representatives of the parties to assist
11 in this process. The parties will split the cost, if any, of the actuary's services, including time, travel and out
12 of pocket costs.
13

14 14.4.4 The representatives on the study committee will prepare written findings (including pros, cons,
15 and estimated costs) regarding the possibility of pursuing a 403b plan option and will report back to the As-
16 sociation and to the Committee with such findings (this may consist of a joint recommendation to pursue
17 the 403b plan approach, a joint recommendation not to do so, or a divided report).
18

19 **XIV. MAINTENANCE OF CONTROL AND DISCIPLINE**

20 15.1 When in the judgment of a teacher, there exists a condition within the school which he/she considers to be
21 unsafe or hazardous, he/she shall notify the Principal.

22 15.2 A teacher has the responsibility for maintaining order and control in the classroom and in other assigned
23 supervisory functions within the school program. When unforeseen problems arise at the school, it is expected
24 that the teachers aware of the problem will assume responsibility for maintaining order and control. Corporal
25 punishment will not be endorsed as a method of control; however, a teacher does have the right to protect him-
26 self/herself and those in his/her charge in cases of assault within the limits of the law.

27 15.3 Student disciplinary procedures will be developed for each school by the building Principal in consulta-
28 tion with his/her teachers and final approval for implementation shall be made by the Superintendent.

29 15.4 Teachers shall immediately report to their Principal or immediate superior, in writing on a form supplied
30 by the Superintendent's office, cases of assault and/ or cases of vandalism to their personal property suffered by
31 them in connection with their employment. The Superintendent shall comply with any reasonable request from
32 the teacher for information relating to the incident or the persons involved.
33

34 **XV. MISCELLANEOUS**

35 16.1 If any provision of the Contract is held to be contrary to the law, then such provision or application shall
36 not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applica-
37 tions shall continue in full force and effect.
38

39 **XVI. DURATION OF AGREEMENT**

40 17.1 This Agreement shall be effective as of September 1, 2016 and shall continue in effect through August 31,
41 2019, subject to the Association's right to negotiate over a successor Agreement as provided in Article III.

42 17.2 IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed and attested by
43 their respective parties.
44

1 17.3 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date
2 indicated.
3

4 AUBURN EDUCATION ASSOCIATION

AUBURN SCHOOL COMMITTEE

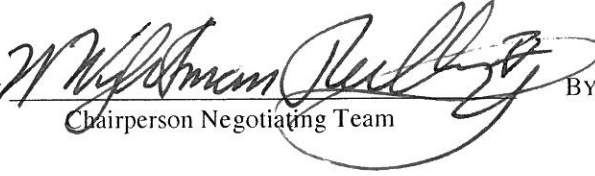
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9 BY


Its President

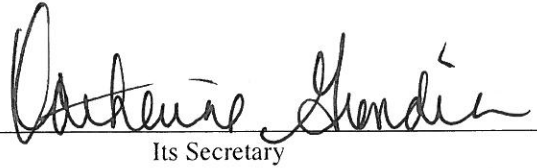
BY


Its Chair

10
11
12
13
14 BY


Chairperson Negotiating Team

BY


Its Secretary

15
16
17
18
19
20 Dated this 20 day of June, 2016
21
22

XVII. APPENDIX I-A

Salary Schedule (2016-2017)

Step	BA	BA+30	MA	MA+30	Doc
0	\$35,142	\$37,134	\$39,242	\$41,029	\$45,622
1	\$36,076	\$38,079	\$40,162	\$42,339	\$46,462
2	\$37,280	\$39,352	\$41,478	\$43,741	\$48,140
3	\$38,486	\$40,626	\$42,795	\$45,191	\$49,610
4	\$39,496	\$41,736	\$44,156	\$46,826	\$52,130
5	\$41,051	\$43,309	\$45,690	\$48,313	\$53,529
6	\$42,528	\$44,882	\$47,220	\$49,799	\$54,927
7	\$44,082	\$46,455	\$48,754	\$51,285	\$56,329
8	\$45,638	\$48,028	\$50,287	\$52,772	\$57,728
9	\$47,192	\$49,604	\$51,822	\$54,258	\$59,126
10	\$48,748	\$51,177	\$53,355	\$55,745	\$60,527
11	\$50,302	\$52,750	\$54,885	\$57,232	\$61,926
12	\$51,314	\$54,322	\$56,242	\$58,719	\$63,324
13	\$52,558	\$55,899	\$57,511	\$59,462	\$64,726
14	\$53,802	\$57,472	\$58,781	\$60,948	\$66,125
15	\$56,186	\$59,930	\$61,218	\$63,371	\$68,536

1

2

APPENDIX I-B**3 Salary Schedule (2017-2018)**

Step	BA	BA+30	MA	MA+30	Doc
0	\$35,845	\$37,877	\$40,027	\$41,849	\$46,535
1	\$36,797	\$38,840	\$40,965	\$43,186	\$47,391
2	\$38,026	\$40,139	\$42,307	\$44,616	\$49,103
3	\$39,255	\$41,438	\$43,650	\$46,095	\$50,602
4	\$40,286	\$42,571	\$45,039	\$47,763	\$53,173
5	\$41,872	\$44,175	\$46,604	\$49,280	\$54,600
6	\$43,379	\$45,780	\$48,165	\$50,795	\$56,026
7	\$44,964	\$47,384	\$49,729	\$52,311	\$57,455
8	\$46,551	\$48,988	\$51,293	\$53,827	\$58,882
9	\$48,136	\$50,596	\$52,858	\$55,344	\$60,308
10	\$49,723	\$52,200	\$54,422	\$56,860	\$61,738
11	\$51,308	\$53,805	\$55,983	\$58,377	\$63,165
12	\$52,340	\$55,409	\$57,367	\$59,893	\$64,591
13	\$53,610	\$57,017	\$58,662	\$60,652	\$66,020
14	\$54,878	\$58,622	\$59,956	\$62,167	\$67,447
15	\$57,310	\$61,128	\$62,442	\$64,638	\$69,907

4

APPENDIX I-C

Salary Schedule (2018-2019)

Step	BA	BA+30	MA	MA+30	Doc
0	\$36,562	\$38,634	\$40,827	\$42,686	\$47,465
1	\$37,533	\$39,617	\$41,784	\$44,049	\$48,339
2	\$38,786	\$40,942	\$43,153	\$45,509	\$50,085
3	\$40,040	\$42,267	\$44,523	\$47,017	\$51,614
4	\$41,092	\$43,422	\$45,940	\$48,718	\$54,236
5	\$42,710	\$45,058	\$47,536	\$50,265	\$55,692
6	\$44,246	\$46,695	\$49,128	\$51,811	\$57,146
7	\$45,863	\$48,332	\$50,723	\$53,357	\$58,604
8	\$47,482	\$49,968	\$52,319	\$54,904	\$60,060
9	\$49,099	\$51,608	\$53,915	\$56,451	\$61,515
10	\$50,718	\$53,244	\$55,510	\$57,997	\$62,972
11	\$52,334	\$54,881	\$57,102	\$59,544	\$64,428
12	\$53,387	\$56,517	\$58,514	\$61,091	\$65,883
13	\$54,682	\$58,157	\$59,835	\$61,865	\$67,341
14	\$55,975	\$59,794	\$61,155	\$63,410	\$68,796
15	\$58,456	\$62,351	\$63,691	\$65,931	\$71,305

XVIII.

XIX. APPENDIX II

Stipends 2016-2017, 2017-2018, and 2018-2019

Athletic Activities

Level	Position	Season	Amount
Level I			
Varsity	Football	(F)	\$5,381
	Assistants	(F)	\$3,228
9 th Grade	Football	(F)	\$3,228
	Assistants	(F)	\$2,421
Level II			
Varsity	Ice Hockey	(W)	\$4,843
	Boys Basketball	(W)	\$4,843
	Girls Basketball	(W)	\$4,843
	Assistants		\$2,906
9 th Grade	Boys Basketball	(W)	\$2,906
	Girls Basketball	(W)	\$2,906
Level III			
Varsity	B/G Alpine Skiing	(W)	\$3,767
	Baseball	(S)	\$3,767
	Field Hockey	(F)	\$3,767
	B/G Indoor Track	(W)	\$3,767
	Boys Lacrosse	(S)	\$3,767
	Girls Lacrosse	(S)	\$3,767
	Nordic Skiing	(W)	\$3,767
	Boys Outdoor Track	(S)	\$3,767
	Girls Outdoor Track	(S)	\$3,767
	Boys Soccer	(F)	\$3,767
	Girls Soccer	(F)	\$3,767
	Softball	(S)	\$3,767
	B/G Swimming	(W)	\$3,767
	Weight Room Supervisor	(F/W/S)	\$1,582
	Assistants		\$2,260
9 th Grade	Baseball	(S)	\$2,260
	Girls Soccer	(F)	\$2,260
	Softball	(S)	\$2,260
AMS	Alpine Skiing	(W)	\$1,883
	Baseball	(S)	\$1,883
	Basketball - Boys 7	(W)	\$1,883
	Basketball - Boys 8	(W)	\$1,883
	Basketball - Girls 7	(W)	\$1,883
	Basketball - Girls 8	(W)	\$1,883
	Field Hockey	(S)	\$1,883
	Nordic Skiing	(W)	\$1,883
	Outdoor Track	(S)	\$1,883
	Outdoor Track Assistant	(S)	\$1,883
	Boys Soccer	(F)	\$1,883

	Girls Soccer	(F)	\$1,883
	Softball	(S)	\$1,883

Level	Position	Amount
Level IV		
Varsity	B/G X-Country	\$2,260
	Asst. B/G X Country	\$2,260
	Boys Tennis	\$2,260
	Girls Tennis	\$2,260
	Golf	\$2,260

Level V		
Varsity	Competition Cheering	\$2,152
	Football Cheering	\$2,152
	Basketball Cheering	\$1,506
	Basketball Cheering (JV)	\$1,291
	Football Cheering (JV)	\$1,291

Co-Curricular Activities

Level	Position	Season	Amount
Level I	Drama	(A)	\$3,137
	Marching Band	(F)	\$3,137
	Show Choir	(A)	\$3,137

Level II	Assistant Marching Band	(F)	\$1,725
	Oracle	(A)	\$1,725

Level III	Band/Jazz Ensemble (AMS)	(A)	\$1,568
	Color Guard	(F)	\$1,568
	Concert/Jazz Band	(W/S)	\$1,568
	Debate	(A)	\$1,568
	Drama [AMS]	(A)	\$1,568
	National Honor Society	(A)	\$1,568
	One Act Play	(W)	\$1,568
	Percussion	(F)	\$1,568
	Senior Play	(S)	\$1,568
	AMS Student Council	(A)	\$1,568
	Student Government	(A)	\$1,568
	Youth Court	(A)	\$1,568

Level IV	Assistant Senior Play	(S)	\$1,004
	AMS Chorus	(A)	\$1,004
	Class Advisor (junior)	(A)	\$1,004
	Class Advisor (senior)	(A)	\$1,004
	Foreign Exchange	(A)	\$1,004
	French Club	(A)	\$1,004
	Interact Club	(A)	\$1,004
	J.V. Math	(F/W)	\$1,004
	Key Club	(A)	\$1,004
	Latin Club	(A)	\$1,004
	Math League	(A)	\$1,004
	Mock Trial	(F)	\$1,004

Level	Position	Season	Amount
Level IV	Music Accompanist	(S)	\$2,008
	Pep Club	(A)	\$1,004
	READDY	(A)	\$1,004
	School Newspaper	(A)	\$1,004
	School Store	(A)	\$1,004
	Spanish Club	(A)	\$1,004
	Varsity Club	(A)	\$1,004
	AMS Year Book	(A)	\$1,004

Level V	Advocate	(A)	\$941
	Class Advisor (freshmen)	(A)	\$941
	Class Advisor (sophomore)	(A)	\$941
	Elementary Activities	(F/W/S)	\$941
	AMS Intramural Advisor	(F/W/S)	\$941
	OM Coordinator	(S)	\$941

APPENDIX III

DEPARTMENT HEADS AND/OR TEAM LEADERS

The parties agree that Department Heads shall be compensated at the rate of eight percent (8%) of the Bachelor's Degree base plus one hundred and seventy-five (\$175) dollars per additional teacher in their department. Teachers with split assignments will have their time pro-rated.

Elementary and Middle School

The parties agree that Team Leaders approved by the Committee shall be compensated at the rate of eight percent (8%) of the Bachelor's Degree base plus one hundred and fifty (\$150) dollars per additional teacher in their team. Teachers with split assignments will have their time pro-rated.

APPENDIX IV

Extra pay for extra work:

Bank of Stipends and Additional Days for Professional Involvement

It is intended to provide the opportunity for teachers who serve on system based committees and perform other system functions to receive additional compensation based on either a stipend or on a per diem salary for an extended contract. Although most of those categories can be identified, at least broadly by function, it is not possible at this time to clearly and specifically define all of them in detail. Therefore, a bank of money will be established for the purposes described below, along with the guidelines within which the functions of the bank would be developed. Note that some of the functions provide for some teachers to work additional days while there are other categories that offer a specific stipend for a defined responsibility or project.

Category I: Extended year/contract—additional days

Many of the system committees in curriculum and staff development meet during the school year as well as during the summer. Never is there sufficient time to carry out all the responsibilities of a committee within the 183 day traditional school year.

Therefore, it is intended that members of a committee, and the Office of Learning and Teaching, meet jointly to determine if there is interest in planning additional days outside the framework of the 183 day school year. A total of days will be determined by the Office of Learning and Teaching for focused curriculum committee work needed to be accomplished with a specified timeframe.

Members of the committee would have an option of selecting from zero (0) to ten (10) additional days, in consultation with the administrator, to determine responsibilities that may be carried out during a vacation period, during the summer, or some other combination of times that may include evenings. These days would be paid at a per diem rate. No staff member would be obligated to participate in this plan.

The types of committees may change from year to year depending on the needs of the system; however, some current examples are as follows:

- gifted/talented committees
- health committee
- language arts / literacy committee
- science committee
- social studies committee

Category III – Special Projects

Money reserved in this category would be used to pay staff members who identify special projects that have a relationship to one or more of the following: classroom goals, building goals, or system goals. Staff interested in this option would file an application with their building principals, defining the project and the intended outcomes. Projects approved at the building level will be considered by the Office of Learning and Teaching for final approval and funding. The teacher will be reimbursed at a stipend rate of twenty-five (25) dollars per hour worked.

Category Iv—Support Team Members and Mentors

The stipends for support team members will be \$500 for the three year commitment. This stipend will be payable at the rate of \$300 for the first year and \$200 for the second year. Certification steering committee members shall receive a stipend of \$500. The chair of the certification steering committee, if an teacher, shall receive an additional stipend of \$200.

Category V—Teaching a Staff Development Course

Teachers who elect to teach a three recertification credit course that is planned and approved by the Office of Learning and Teaching will be compensated at the rate of \$700 per course.

Category VI—Learning Area Leaders

1
2
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6

Members of the learning area committees develop content standards and performance indicators in each curriculum domain. The school department budgets monies to provide substitutes in order for teachers to do the work during the school year. In lieu of using substitutes, teachers may request to work outside the framework of the 183 day school year, at a stipend rate of \$25 per hour worked.

1 **APPENDIX V**

2 Auburn School Department
3 **ANNUAL SPOUSAL HEALTH INSURANCE CERTIFICATION**
4

5 I, _____, hereby certify to the Auburn School Department as follows (please com-
6 plete the appropriate section):

7 **Eligible for 80% Coverage**

8 _____ My spouse is not employed.

9 _____ My spouse is self-employed, or is employed but s/he is not eligible for health insurance through
10 her/his employer, or if eligible for such insurance her/his employer does not contribute to the cost of insurance.

11 **Eligible for 70% Coverage**

12 _____ My spouse is employed or is self-employed and has access to health insurance, but elects not to enroll.

13 _____ My spouse's employer's open enrollment period is _____
14

15 I certify that the above information is true, and agree to notify the Superintendent's Office within 10 days of any
16 change. I understand that the School Committee reserves the right to require documentation concerning my cer-
17 tification. I further understand that any health insurance payments made by the Auburn School Committee
18 based upon a false certification will require repayment, including any collection costs and attorneys fees, by me.

19
20 _____
21 Signature

Date

APPENDIX VI – RETIREMENT BENEFIT

The following individuals shall be grandfathered and may receive up to 30 days of unused accumulated sick leave at the time of their retirement on a pension from MEPERS. This list represents the individuals that are employed as of the date of signing who qualify for the age 60 plan under MEPERS. The intent is to grandfather all individuals who qualify for such plan and who are employed by the Department as of the date of ratification. The individuals marked with an asterisk are expected to retire during the 2015-2016 contract year.

Richard	Dahlquist
Laurie	Maloney
Patricia	Gautier**
Barbara	Edwards
Karla	Downs**
Christine	Gagne**
Jacqueline	Lunt
Jean	Collier
John	Daly**
Dina	Medouris
Carl	Bucciantini
Anne	Wood
Joan	Simard
Paul	Beauparlant
Patricia	Defilipp**
Janet	Morse
Candace	Gleason**
John	Dunn
Martha	Stone**
Linda	Blier-Austin**
Beth	Bryant
Suzanne	Larue

MEMORANDUM OF AGREEMENT
BETWEEN THE
AUBURN SCHOOL COMMITTEE
AND
AUBURN EDUCATION ASSOCIATION

The Auburn Education Association and the Auburn School Committee met to discuss the placement of speech pathologists on the salary scale and the number of days worked per year.

This side letter is attached to the current teacher agreement between the Auburn School Committee and the Auburn Education Association. The side letter will take effect commencing with the 2016-2017 school year.

The Association and the Committee agree to the following:

COMPENSATION AND FRINGE BENEFITS

Employees, who are hired as speech pathologists and maintain their licensure, shall be placed on Appendix I Salary Schedule using the Doctorate level range.

Employees hired as speech pathologist will be required to work five additional days beyond the normal teacher contracted days.

The Auburn Education Association and the Auburn School Committee agree to the above.

Signed and agreed to on June 20, 2016



For the Association



For the Committee