COMPREHENSIVE CONTRACT

BETWEEN

WOODLAND CONSOLIDATED SCHOOL COMMITTEE
AND

TEACHERS' ASSOCIATION
WOODLAND TEACHER'S ASSOCIATION

2019-2022

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PREAMBLE

This agreement, entered into by and between the Woodland Consolidated Teachers' Association and Woodland Consolidated School Committee, representing the town of Woodland.

WITNESSETH

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

ARTICLE I
RECOGNITION

For the duration of this agreement Woodland Consolidated School Committees hereinafter referred to as the Committee, recognizes the Woodland Consolidated Teachers' Association, hereinafter referred to as the Association, as the exclusive bargaining agent as defined under State of Maine Public Law Title 26, Chapter 9A, Section 962, for the employees as defined below in paragraph two. Excluded from this agreement are tutors, administrators, summer school teachers, evening school teachers, teachers employed in extracurricular and co-curricular positions--while acting as such. During the first six (6) calendar months of a teacher's employment the teacher is not covered by this agreement.

This Agreement shall be effective as of September 1, 2019 and shall continue in full force and effect until August 31, 2022. If no successor Agreement has been signed by August 31, 2022 this Agreement shall continue to full force and effect until a successor Agreement has been ratified and signed or until midnight on August 31, 2023, whichever event first occurs.

A teacher is a certified professional employee nominated by the Superintendent and approved by the School Committee pursuant to Title 20-A, MRSA, § 13201, to serve in a position which requires certification.

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

ARTICLE II

NEGOTIATION PROCEDURE

A. During negotiations, the Committees and the Association shall present relevant data, exchange points of view and make proposals.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals, counter-proposals, and reach agreements in the course of negotiations.

C. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any matter covered by this Agreement.

D. Any Agreement negotiated by the parties shall be reduced to writing and submitted to the Committees and the Association for ratification. Any agreement so negotiated and ratified shall be signed by the Committees and the Association and shall apply to teachers covered by this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose:

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 meaning or application of this Agreement. Both parties agree that these proceedings will be kept an informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the Administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its view.

B. Definitions:

1. Grievance - a grievance is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the terms of this Agreement.

2. Grievant - A grievant is the teacher(s), or the Association, making the complaint.

3. Party of Interest - a party of interest is the teacher or teachers 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. Day - Day(s) shall mean working school days including teacher workshop days during the school year, and shall mean weekdays, Monday through Friday, excluding legal holidays, during school vacation periods and the summer recess.

C. Time Limits

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

2. A grievance will be deemed waived unless submitted in writing within thirty (30) days after the aggrieved person first knew or should have known of the events or conditions constituting the alleged grievance. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of that grievance. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein.

3. In the event, that the Principal, Superintendent or the individual school Committee fails to respond within the time periods stated, the grievant and/or the Association may automatically proceed to the next level of the grievance procedure.

D. Informal Procedure

If a teacher feels s/he may have a grievance, s/he shall discuss the matter with her/his Principal, or appropriate supervisor, in an effort to resolve the problem informally.

E. Formal Procedures

The Association shall be given the opportunity to be present and to state its views at all formal levels.

1. Level One - School Principal or Appropriate Supervisor

a. If a grievant is not satisfied with the outcome of informal procedures, s/he may, within thirty (30) days, present her/his claim as a formal grievance in writing to her/his principal or appropriate supervisor. Note that this is the same thirty (30) days mentioned in Article III c

b. The Principal/Supervisor may, within five (5) days after receipt of the written grievance, meet with the grievant to discuss the matter. Said Principal/Supervisor shall render his/her decision and the reason(s) therefore in writing to the grievant, with a copy to the Association and the Superintendent of Schools within five (5) days of receipt or said meeting, or whichever occurs later.

2. Level Two - Superintendent of Schools or Designee

a. If the grievant is not satisfied with the decision at Level One, s/he may, within ten (10) days after receipt of the Level One response, file her/his grievance with the Superintendent, with a copy being sent to the Association. Any grievance filed at this level must include a written statement as to why the decision at Level One is not satisfactory.

b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance. At the discretion of the Superintendent, the appropriate Level One administrator may be present. Maintaining a record of such a meeting will be the responsibility of each party.

c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reason(s) therefore in writing to the grievant, with a copy to the Association.

3. Level Three - School Committee

a. If the grievant is not satisfied with the decision at Level Two, s/he may, within ten (10) days after receipt of the Level Two response, appeal the decision of the Superintendent to the Committee, with a copy of said appeal being sent to the Association. Any grievance filed at this level must include a written statement as to why the decision at Level Two is not satisfactory.

b. The Committee shall schedule the appeal meeting within twenty-three (23) days of the receipt of the grievance.

c. The Committee shall, within five (5) days of such meeting, render its decision and the reason(s) therefore to the grievant, with a copy to the Association.

4. Level Four - Impartial Arbitration

a. If the grievant is not satisfied with the disposition of her/his grievance at Level Three, or if no decision has been rendered within five (5) days after s/he has first met with the Committee, s/he may within five (5) days after a decision by the Committee make a written request to the President of the Association to submit her/his grievance to arbitration.

b. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within ten (10) days after receipt of the written request from the grievant, notify the Committee of its intent to request arbitration.

c. Within five (5) days after such written notice of submission to arbitration, the Chair of the Committee or his/her designee and the President of the Association or his/her designee, will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree, within five (5) days, upon an arbitrator, or to obtain a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association.

d. The arbitrator selected shall confer promptly with the representatives of the Committee and the grievant and shall review the record of the prior meetings and shall hold such hearings with the grievant and the Committee as s/he shall deem requisite.

The arbitrator shall, within thirty (30) days after 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 issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement, and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Committee, or violates 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 subject to judicial review.

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

5. Rights and Responsibilities of the Grievant, Association and the Committee

a. No reprisals shall be taken by either the grievant, Association or the Committee, or that Committee's agents, against any participant in the grievance procedure by reason of such participation.

b. A grievant may be represented at any Level of the grievance procedure by a representative of his/her choosing.

c. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.

d. Employees who participate in such meetings and hearings under this procedure shall suffer no loss in salary, benefits or other contractual advantage.

e. A form for the filing of a grievance is attached to this Agreement as Appendix A.

6. General

a. The Association or Committee may, if it so desires, call upon other individuals or organizations for consultation and assistance at any stage of the procedure.

b. If the Association and Committee, or the designees, agree that in their judgment a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two if the Association and Committee, or designees, agree that it cannot be resolved at a lower level.

ARTICLE IV
SALARIES

The salaries of all teachers covered by this Agreement, are set forth in Appendix D which is attached hereto and made a part thereof.

A. The annual salaries of teachers shall be paid in twenty-six (26) installments unless the pay cycle for that year is other than a 26 pay period schedule.

B. Salaries shall be paid every other Friday.

C. When a pay day falls on a school holiday, paychecks will be available/deposited on the day prior to that holiday.

D. A teacher may choose to receive her/his last five checks for the summer months in June, in one lump sum, if such desire is indicated in writing by September 1st.

E. Proper payroll deductions in equal amounts shall be made from paychecks for medical insurance, life insurance, disability insurance, tax-sheltered annuities, and for local, state and national Association dues for each teacher who individually and voluntarily provides written authorization for Committee to make those deductions.

F. Amounts for teacher local, state, and national Association dues shall be deducted in twenty (20) approximately equal installments.

G. The Association shall indemnify and hold the School Department, Committee, and Superintendent completely harmless against any claims or suits of any nature which may arise by reason of the Committee's good faith compliance or non-compliance with the terms of this Article.

H. Teachers will receive their paycheck through a direct deposit account to any bank / credit union in Aroostook County. Teachers will receive a receipt verifying the deposit and appropriate deductions.

ARTICLE V
TEACHER EMPLOYMENT

A. The employment of teachers shall be governed by Title 20-A - § 13201.

B. Each teacher, except new hires during the school year, shall be placed on his/her proper step of the salary schedule as of the beginning of the school year. In order to ensure adequate budgetary provisions, teachers who anticipate moving to the next higher column of training

on the salary schedule shall notify the Superintendent of Schools in writing of their intent no later than December 15 of the year before the effective date of the change. Non-compliance will result in the teacher remaining in the original salary column for the next school year. A copy of the final transcript or other evidence of advanced degree must be given to the Superintendent before the start of the next school year.

C. One -year salary credit on the salary schedule, for the purpose of a step increase will be granted for one full year of full-time teaching experience in Woodland Consolidated School for a full-time teacher. Part-time teachers will advance to the next step on the pay scale with the completion of having worked 90% of the days worked in a full-time position (ie. 90% of 181 days = 163 days). Advancement will occur on September of the year following achievement of the required number of days.

D. Continuing contract teachers shall be notified of their employment status in accordance with the law.

E. Whenever any teacher is required to appear before the Superintendent or Committee concerning any matter which could adversely affect the continuation of that teacher in her/his office, position, employment, salary or any increments pertaining hereto, s/he will be given prior written notice of the reason(s) for such meeting, and shall be entitled to have a representative present to advise him/her and represent her/him during such meeting. Any suspension of any teacher pending charges shall be with pay.

ARTICLE VI

LEAVES

A. Bereavement: Teachers covered by this Agreement shall be granted a leave of absence necessitated by the death of a member of the immediate family. "Immediate family" shall be regarded as grandparent, parent, spouse, sibling, child, grandchild, mother-in-law, father-in-law, a person residing in the teacher's household or others at the discretion of the Committee or its designee. Such leave shall be granted at full salary for a period not to exceed five (5) days per occurrence each year, non-accumulative.

B. Emergency: Emergency leave not to exceed five (5) days per year may be used. Permission for such leave must be obtained through the Principal and the Superintendent and shall not be subtracted from sick leaves. The committee or its designee may grant additional days. Reasons to grant this leave include, but are not restricted to:

1. Major accident, hospitalization, or major sickness: parents, spouse, siblings, children, grandchildren, grandparents, and others at discretion of the Committee or its designee.

2. Transportation not available due to a storm or road conditions, provided school has been closed in the teacher's town of residence.

3. Major emergency in the teacher's home.

4. Birth of a child, at the discretion of the Committee or its designee.

5. When a teacher is required to be a witness due to a summons or subpoena.

C. Extended Leaves: May be granted at the discretion of the Committee. Recipients will provide to the Superintendent to of Schools, a three (3) month written notice of expected date of return except when employment is to begin the following September, then the notice shall be no later than March 1.

D. Family Medical Leave: Extended leave may be granted without pay up to one (1) year at the discretion of the Committee. Recipients will provide to the Superintendent of Schools a three (3) month written notice of expected date of return except when employment is to begin the following September, then the notice shall be no later than March 1.

E. Jury Duty: Whenever any teacher covered by this Agreement is called for jury duty and serves as a juror, s/he will be granted leave with pay to cover said jury duty. The teacher so serving as juror shall turn over to Woodland Consolidated School any stipend, excluding mileage, received for such service while school is in session.

F. Professional Leave:

1. Teachers may be absent as representatives of the system, under the direction of Superintendent or Committee, with prior permission from the Superintendent, to attend educational meetings and to serve in workshops and on committees without loss of pay.

2. Teachers on leave with prior Committee approval for professional activities shall be reimbursed for all necessary expenses incurred which have been approved in advance by the Superintendent. Estimates of leave expenditures shall be submitted for approval by the Superintendent prior to the granting of the leave.

3. Professional leave days shall not be counted against sick days.

4. It is understood that this (section) is not intended for the purpose of granting or taking of recreational-type leave or for extending vacations.

5. Professional leave days may not be taken for Association related activities. Association leave is addressed in Article VI, Section I.

G. Personal Leave: Leave of up to two (2) days per year, not to be deducted from sick days, may be granted for matters which cannot be scheduled at times other than the regular school day. Requests for personal days must be made to the Principal and approved by the Superintendent of Schools one week in advance of the date requested, except in cases of emergency. Teachers choosing not to use their personal days will be compensated $50 for each unused day. This compensation will be given in the last pay period of June.

H. Sabbatical Leave:

1. Continuing contract teachers who have completed seven (7) years of consecutive service in Woodland Consolidated School may be eligible to apply for sabbatical leave. Sabbatical leave may be granted to teachers to pursue a further course of study or to travel so as to be better qualified by education and culture for the position they hold, at the discretion of the Committee.

2. Conditions:

a. No more than one teacher from Woodland Consolidated School may be on sabbatical leave at any one time.

b. The sabbatical leave shall not exceed one (1) full year. A continuing contract teacher on sabbatical leave shall be paid fifty (50) percent of the salary rate which s/he should have received if s/he has remained on active duty.

c. Applications for sabbatical shall be submitted no later than February 15 prior to the proposed effective date of the sabbatical. Teachers shall be notified of approval or disapproval of the sabbatical applications by the Superintendent no later than three (3) months prior to the proposed effective date of the sabbatical.

d. Prior to granting leave, the Superintendent shall require a signed statement from the teacher requesting leave that s/he will return to the school(s) in which they work and will serve at least one full year following the expiration of the leave. Failure to comply, except as released by the Committee, shall result in the return of all salary received during the leave.

e. Upon return from sabbatical leave, the teacher shall be placed in his/her original position or a similar one.

f. The teacher who is granted sabbatical leave shall enter into a written agreement with the Committee.

g. The teacher, upon return from sabbatical leave, shall present either an oral or written presentation to the Committee outlining the benefits of the leave to the school system, consistent with the application mentioned in section "c" above.

h. While a teacher is on sabbatical leave, no fringe benefits will be accrued or be paid, except that the teacher will be credited with a full year of teaching service on the salary scale and seniority list. The teacher may continue to participate in the group insurance plans provided by the school department at his/her expense.

I. Association Leave: The Association President or designee will be given three (3) days per
year, the substitute is to be paid proportionately by individual schools, to attend meetings of their state (MEA) association. One (1) additional day will be granted and the Association will pay for the substitute. Such days shall not be used in conjunction with negotiations or judicial hearings of illegal acts of the Association. The Association is to notify the Committee's designee at least five (5) days in advance of taking such leave. Granting of such leave shall be contingent upon the availability of a substitute.

J. Sick Leave:

1. Sick leave may be used when a teacher is sick or disabled and unable to work. Teachers covered by this Agreement shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year. The Committee shall have the prerogative of requiring a doctor's certificate corroborating their use of sick leave days. Sick leave may be used for the illnesses of the teacher's immediate family.

   Should a teacher resign or be dismissed during a school year, the actual number of sick leave days for that year shall be pro-rated in relation to service completed. Unused sick leave shall be accumulated from year-to-year with a maximum limit of one hundred twenty-five (125) days including the days from the previous year as well as the current year.

   Teachers who have accumulated 125 sick leave days shall be compensated prior to September 30 of each school year at the rate of twenty dollars ($20.00) per day for each sick day above 125 days that cannot be added to the teacher's accumulated total. A teacher who has given a notice of retirement may decline payment for days accumulated above 125 and accumulate more than 125 during the teacher's final year of employment.

2. Absence due to injury in the actual course of a teacher's performance of his/her assigned duties, provided that s/he qualifies for Worker's Compensation, shall not be charged against the teacher's accumulated sick leave. The teacher will be paid the difference between his/her regular take-home salary and the amount received from Worker's Compensation for a period not to exceed sixty (60) working days.

3. The Superintendent shall provide each teacher within ten (10) days of the school year a written statement indicating the following:

   a. Number of sick leave days accumulated at the end of the previous school year.

   b. Number of sick leave days granted for the current school year.

   c. Less the number of days contributed to the sick leave bank.

   d. Subtract the number of days that cannot be added to the teacher's accumulated total of one-hundred twenty-five (125) days.

   e. The total days available to the teacher for the purpose of the sick leave for the contract year.

4. Personal sick leave accumulated in another school system up to a maximum of twenty (20) days shall be granted to each new teacher employed in Woodland Consolidated School after attaining
continuing contract status providing there was no break in service and the previous employment was in a public school system as stated in Title 20-A, MRSA § 13601.

K. Sick Leave Bank:

1. Purpose: To provide income protection for members who, because of prolonged illness, or a serious health condition, as defined in the Family Medical Leave Act (see appendix for definition) have exhausted their accumulated sick leave benefits and are unable to return to work. Through the cooperative efforts of the Association and the Committee, members of the sick leave bank will have protection against loss of pay in most cases.

2. Participation: Optional

3. Eligibility: Any teacher in Woodland Consolidated School under this agreement, who is currently contributing days to the sick bank

4. Contribution: Each teacher who wishes to become a member of the sick leave bank shall contribute two (2) days of his/her accumulated sick leave to the bank within five (5) school days from the beginning date of his/her contract. One day shall be contributed on September 1 of each subsequent year until the maximum number of days allowed to accumulate in subsection 7 has been attained, in which case no participating member shall be required to contribute additional days under this section until needed to replenish the days within the bank.

5. Administration: Sick Leave Bank Committee shall be comprised of the Superintendent (or the designee), the Association President (or designee).

6. Conditions:

   a. Teacher's accumulated sick leave must be used first and that teacher must agree to replenish three (3) days of his/her sick leave in the succeeding year to the sick leave bank, but not to exceed the amount taken from the Bank. A teacher may request a sick leave bank form from the Association President or his/her designee.

   b. It is mutually agreed that the sick leave bank is intended to be used for Serious Health Conditions, as defined in the Family Medical Leave Act guidelines, etc. for the member or their immediate family (child/spouse).

   c. Data concerning the Sick Leave Bank will be maintained by the administration and an annual report will be made to all parties involved.

   d. Discussions by this two (2) person committee will be based on need. Any decision of the Sick Leave Bank Committee is final and may not be grieved by any party.

7. Withdrawal:

   a. Days are limited to contract year.

   b. At the discretion of the Sick Bank Committee thirty (30) days each year may be drawn by an individual. The actual number of days a member receives shall be decided on a case-by-case basis. In the event of extenuating circumstances, the committee reserves the right to grant additional sick bank days.

   c A doctor's certification will be required stating disability or illness and the approximate length of absence from work as a prerequisite to withdrawing from the Sick Bank.

8. Replenishment:

   a. Up to one hundred twenty-five (125) days shall be transferred to the next year.

   b. At the start of the school year, whenever the number of days in the bank is equal to or less than one-hundred twenty-five (125) days minus the number of participating members in the bank, each participant shall be assessed one (1) day.

   c. Whenever the bank has less than thirty (30) days during the school year, all participating members are assessed one (1) day not to exceed 2 days per year.

L. Retiring Teacher: If any teacher retires with a minimum of twenty-five (25) year experience, or upon reaching age sixty (60), the Committee will pay at the time of retirement a maximum of 30 days unused sick leave accumulated above 90 days at the time of retirement, but not to exceed 30 days at $105/day. The teacher must give a written notice of intent to retire by January 15th. The notice of intent to retire is not a formal resignation and may be rescinded by the teacher at any time.

ARTICLE VII

EMPLOYEES' RIGHTS

A. No continuing contract teacher shall be formally disciplined in writing, reprimanded in writing, or suspended, dismissed or non-renewed without just cause.

B. All teachers have the right freely to organize, join or not join, and support or not support the local, state and/or national Association for the purpose of engaging in collective negotiations and other activities for mutual benefit. Fair Share Rates have been added as an appendix to this contract, in order to inform non-union members of the cost that will be assessed to them should they approach the union with questions and/ or seeking help with contractual issues.

C. Administration of Medication and Medical Procedures.

   1. No employee shall be required to administer or dispense any medication beyond basic emergency first aid.

   2. If an employee should volunteer to administer or dispense medication, that employee will be trained regarding the medication or medical procedure. That employee will be

held harmless against any claims resulting from the administration of such medication or medical procedure.

3. No employee shall be **required** to administer or dispense any medication to a student or perform any medical procedure upon a student, without advance written permission from the student's parent or legal guardian, and without specific written instructions from the employee's administrator.

ARTICLE VIII
REDUCTION IN FORCE

A. In accordance with Title 20-A, MRSA § 13201, if the Committee is contemplating the layoff of any continuing contract teacher, it will so notify the President of the Association, the teacher(s) involved and the Association building representative at least ninety (90) calendar days before the proposed effective date of the layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule and the reasons for the proposed action.

B. For the purpose of layoff and recall, the teacher contract to be terminated shall be determined on the basis of seniority, certification and qualifications. Seniority shall be calculated from a teacher's date of hire. For the purpose of determining seniority, part-time teachers will be credited with the fraction of the school year worked (ie. A teacher who has worked half-time for ten years would have five years on the seniority list.) multiplied by the number of years worked. Seniority lists, layoff and recall will apply to individual schools.

C. For the purpose of this Article, seniority will be computed from the full-time teacher's date of hire by the Committee. A formal seniority list will be compiled and updated each fall. This list will be given to the Association President on or before October 1st of each new school year. Teachers will have two weeks to verify their place on the seniority list and to make any corrections with the Superintendent (or his/her designee).

D. If there is a vacancy in the individual school system, laid-off continuing contract teachers who are qualified and certified to perform the job in question shall be recalled using the same criteria in sections B and C above.

E. The benefits to which a teacher was entitled at the time of his/her layoff shall be: unused accumulated sick leave and credits toward sabbatical eligibility. These benefits will be restored to the teacher upon his/her return to active employment with the individual school

system. The teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

F. A continuing contract teacher shall remain on the recall list for a period of up to two (2) years from the effective day of severance or until s/he have either refused an offer of a position of an equivalent amount of time from the Committee or have signed a contract elsewhere for a position of equivalent amount of time. It is the responsibility of the teacher to inform the superintendent in writing of changes in job status and to furnish the superintendent with a current mailing address.

G. A teacher who receives notice of layoff shall be granted an additional two (2) days leave of absence with pay to apply and interview for other positions.

ARTICLE IX

DAYS, HOURS AND WORKING CONDITIONS

A. Teachers shall report to school for duty fifteen (15) minutes before the beginning of the student instructional day. Teachers shall remain at school fifteen (15) minutes after the student instructional day, unless required to participate in a professional activity at the school, or unless excused by the building Principal. Teachers' participation on committees or special projects, which are outside normal professional activities will be on a voluntary basis only.

B. A teacher's year will consist of one hundred eighty (180) days at Woodland School. The Woodland School year will consist of one hundred seventy- five (175) student days and five (5) workshop days. The day before Christmas Break and the last day of the year will be ½ days of school, students will be released at 11:45 teachers may leave fifteen (15) minutes later at noon . In the case of inclement weather or unsafe conditions staff will leave when all the bus students have cleared the building.

C. Teachers will have at least a twenty-minute duty-free lunch. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. However, teachers shall inform the Principal as to where the teacher can be reached

D. All teachers will be given thirty minute (30) planning time during the school day, on a daily basis.

E. No teacher will be responsible for maintaining basic janitorial services within their classrooms and/ or any other areas of the school.

F. The Committee agrees to confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession and except that public employers of teachers shall meet and consult but not negotiate with respect to educational policies; for the purpose of this paragraph, educational policies shall not include wages, hours, working conditions or contract/grievance arbitration.

G. Whenever any teacher covered by this Agreement successfully completes, with a grade of B or better, (or pass for courses offered as pass/failed only) within any two (2) year period up to twelve (12) credit hours of additional professional work, approved in advance by the Superintendent, payment shall not exceed the tuition for resident students at any University of Maine campus for an equal number of hours. Payment for enrollment will be made at the beginning of the course providing the member of the bargaining unit signs an agreement to reimburse Woodland Consolidated School for the course costs and all cancellation fees through payroll deductions if the course is canceled, dropped, or not completed with a B grade or better (or pass for courses offered as pass/fail only). Summer courses for teachers' who do hold only a conditional certification and no provisional or professional certification will not be prepaid; teacher will be reimbursed upon evidence being provided to Woodland Consolidated School that the course(s) has been completed with a grade of B or better (or pass for courses offered as pass/fail only). Requests must come in at least three (3) weeks prior to payment due date.

   A continuing contract teacher who has been accepted into an advanced degree program and is enrolled in the program will be paid up to a maximum of nine (9) graduate credit hours per year upon advanced approval by the superintendent. Payment will be made at the beginning of the course providing the teacher agrees to reimburse the school system as outlined in the previous paragraph above should be course not be completed with a grade of B or better (or pass for courses offered as pass/fail only), canceled, or dropped. Summer course costs will be reimbursed to the school by the teacher if the teacher does not return to work at the school in the fall following the summer which courses were paid.

H. All additional Professional Development opportunities, such as workshops and or trainings must have Superintendent's approval.

I. All observations of classroom instruction shall be conducted with the full knowledge of the teacher. No electronic monitoring will be allowed as part of the classroom observation process. All evaluation will comply to current State law.

J. Personnel Files:

1. The Committee shall maintain, for official purposes, one (1) personnel file for each teacher. This file shall be kept under conditions required by statute and shall contain copies of personnel forms, official correspondence to and/or from the teacher, written evaluations and other material relating to the individual's employment.

2. Teachers shall be sent a copy of all material placed in the file. A teacher shall have the right to submit a written response to any material placed in the personnel file. This written response shall be filed with the appropriate material.

3. A teacher and/or his/her designated representatives shall have the right to examine his/her file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which that file is kept.

4. The teacher may obtain a copy of any material in the personnel file at the Committee's expense during the normal business hours of the office in which the file is kept. Additional copies may be obtained at cost to the teacher.

5. Upon receipt of written request from the teacher, written reprimands or reports of formal disciplinary action may be removed from the teacher's personnel file three (3) years from the incident at the discretion of the superintendent.

K.. Complaints and Investigations:

1. Any complaint made against a teacher by any parent, student, or other person that may result in any employment action by the Committee will be brought to the teacher's attention. Supervisors will encourage a complainant to discuss the matter with the teacher prior to the filing of a formal complaint.

2. The Superintendent shall be responsible for ensuring that all allegations of misconduct or other formal complaints against any teacher on which any action is to be taken or a record is to be made, be investigated.

3. If, after preliminary investigation, no probable cause is found to substantiate the complaint, the investigation will terminate and the teacher will be informed in writing of said finding.

4. If, after preliminary investigation, the investigator believes probable cause exists to substantiate the complaint, the investigator shall inform in writing the teacher being investigated and with his/her permission shall also inform the Association

building representative of the nature of the allegation.(See appendix H for the appropriate form)

5. When the teacher under investigation is to be interviewed concerning alleged conduct which could result in discharge or discipline, to the extent that is practical, the teacher shall be notified in writing of the subject of the interview. In the event of an emergency, notice shall be given verbally at the beginning of the interview that an official investigation is being conducted and the subject matter of the investigation shall be identified.

6. Any interview of a teacher shall be conducted at a reasonable time and, when practicable, on a school day. The interview shall take place at a suitable location, and when practicable, on school premises. Confidentiality of the interview shall be maintained. The interview shall be limited to questions which are related to the allegations or complaints. Whenever such an interview occurs the teacher being charged shall have the opportunity to ask for Association representation. The Superintendent shall have the right to seek counsel as needed.

7. If a teacher is to be interviewed as a witness only, the teacher shall be informed prior to the interview. If during the course of the interview, however, it becomes apparent that the teacher may be subject to discipline as a result of conduct which is the subject of the interview, the interview will be terminated and the teacher afforded the protections of this Agreement.

8. The teacher shall be promptly informed in writing when the investigation is completed and of any determinations made, except when the matter has been terminated under paragraph 3.

9. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations or complaints shall be placed in the teacher's personnel file.

10. Nothing in this agreement shall be construed to affect the right of the administration immediately to place a teacher on administrative leave with pay pending the outcome of the investigation.

ARTICLE X

MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

B. There will be no discrimination in the hiring, training assignment, promotion, transfer or discipline of teachers or in application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status-or sexual orientation.

C. Copies of this Agreement shall be reproduced at the expense of the Committee within thirty (30) days after this Agreement is signed and presented to all teachers now employed or hereafter employed.

D. All officially vacant teacher positions within Woodland Consolidated School shall be posted in all school buildings. The postings shall be dated and posted as soon as possible. Teachers shall submit their applications for such vacancy during the time period specified in the notice. All positions shall be filled after the stated time period.

E. Teachers will be paid at the new contract rate for any day(s) that school begins before September 1st.

ARTICLE XI
RIGHTS OF THE BOARD
(School Committee)

Except as limited by a provision of this Agreement, the school committee shall continue to have all rights, authority, and responsibilities available to them under law.

ARTICLE XII
EMPLOYMENT OF REHIRED RETIRED TEACHERS

A. A rehired retired teacher is defined as any teacher who was eligible to retire and, who retired and severed employment and, who is receiving retirement benefits from the Maine State Retirement System, and has returned to teaching pursuant to 5 M.R.S.A. § 17855.

B. Any retired teacher hired or re-hired by the Committee shall be hired as a probationary teacher pursuant to 20-A M.R.S.A. § 13201.

C. Any retired teacher hired or re-hired by the Committee shall be placed on the salary schedule pursuant to their experience and education, consistent with the provision of this Agreement.

D. The seniority date for any hired or re-hired retired teacher shall be based upon continuous employment with the Committee as of the most recent date of hire or re-hire.

E. If the teacher was previously employed by the Committee, there shall be no entitlement to any previously accrued benefits, including, but not limited to sick leave, severance benefits, longevity pay, other leaves, or any benefit accrued through previous employment.

F. Health Insurance - The hired or re-hired teacher may participate in the health insurance program offered through this Agreement. If the teacher opts to continue his/her health insurance program through the Maine State Retirement System, the teacher shall receive cash in lieu of premiums equal to the applicable amount to which the teacher would be entitled under this Agreement, less the amount contributed by M.S.R.S. toward the teachers' premium. The teacher is not eligible for flexible benefits, (Section 125) plan should they be added to this.

G. All other terms and conditions of the Agreement, shall be controlling. If a hired or re-hired retiree is employed less than full-time, the salary and benefits shall be prorated.

DURATION OF AGREEMENT

A. This agreement, entered into by and between the Woodland Consolidated Teachers' Association and the Woodland Consolidated School Committees, representing shall be effective September 1, 2019 and continue in effect until August 31, 2022.

B. In **WITNESS WHEREOF,** the parties hereto have caused this agreement to be signed by the president of the Union Teachers Association, the School Committee Chairs, the Teacher's Head Negotiator and the Superintendent of Schools.

Teacher's Association

BY: Mona L Martin
Head Negotiator
Woodland Consolidated Teacher's Association

BY: Mona L Martin
President
Woodland Consolidated Teacher's Association

School Committees

BY: _____
Chair of the Woodland School Committee

BY: Karla C. Michaud
Superintendent of Schools

Dated this 21st Day of March, 2019

APPENDIX A

LEVEL 1 GRIEVANCE FORM

Grievant: _____

DATE: _____

SCHOOL: _____

Grievance Representative: _____

Article(s) and Section(s) of Agreement violated: _____
_____

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

Redress sought:

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

Association_____ Myself_____

Association grievance representative's signature _____

_____
(If the Association is representing the grievant, an Association representative must sign here.)

The grievance was filed with the office of _____

on _____ by (check one)

mail _____ personal delivery _____

Signature of Grievant _____

APPENDIX B

REQUEST FOR PERSONAL LEAVE

NAME:_____DATE:_____

DATE OF LEAVE REQUEST:_____

I am requesting this leave and will verify that this activity cannot be conducted other than during a school day.

Please indicate whether or not you approve of the Woodland Consolidated Teachers' Association reviewing this request and the action taken. Please check one.

APPROVE [ ] DO NOT APPROVE [ ]

_____
Teacher's Signature

I am aware of this request. It is not a conflict with local policy.

_____
Principal/Supervisor

_____
Superintendent of Schools

REQUEST APPROVED_____ REQUEST DENIED_____

APPENDIX C

WOODLAND CONSOLIDATED SCHOOL
COURSE APPROVAL

(Please submit only one course per form)

I hereby request permission to take the following course, for which payment/reimbursement will be made as outlined in the Teacher's Comprehensive Agreement.

Course Name and Number:_____

Start/End Dates: _____ to _____

Course Level (Circle one): Under graduate Graduate

Number of credit hours:_____ Course Tuition Cost: $_____

Course offered by:_____

Is this course:

- ☐ Used for re-certification?Yes No
- ☐ Required by the board? Yes No
- ☐ A means of maintaining or improving skills in the employee's current profession? Yes No
- ☐ A means of maintaining or improving skills required by the employer in the employees current profession but will also lead to qualifications in a new profession? (Note: In this situation, course expenses will be paid directly to the employee and will be taxable) Yes No

I, _____, agree to reimburse Woodland Consolidated School through payroll deductions in the following manner if the course is canceled (including cancellation fees) or not completed successfully.

1. Two deductions of approximate equal amounts shall be deducted from my paycheck for the full price of the course paid by Woodland Consolidated School if I do not provide evidence of successful completion of the course to Woodland Consolidated School Central Office within fourteen (14) days of receiving the course grade.
2. Two deductions of approximate equal amounts shall be deducted from my paycheck for the amount of non-refundable costs for canceled or dropped courses paid in full by Woodland Consolidated School. All refunds from the institution offering the course canceled or dropped will go to Woodland Consolidated School. I agree to notify Woodland Consolidated School Central Office of course cancellations and dropped courses within fourteen (14) calendar days of such action.

Teacher's Signature:_____ Date:_____

Approved by:_____ Date:_____
Superintendent of Schools

APPENDIX D

		$1,200
Level	BA	MA
1	$ 37,000	$ 38,200
2	$ 38,110	$ 39,310
3	$ 39,253	$ 40,453
4	$ 40,431	$ 41,631
5	$ 41,644	$ 42,844
6	$ 42,893	$ 44,093
7	$ 44,180	$ 45,380
8	$ 45,505	$ 46,705
9	$ 46,870	$ 48,070
10	$ 48,277	$ 49,477
11	$ 49,725	$ 50,925
12	$ 51,217	$ 52,417
13	$ 52,753	$ 53,953

'eachers are placed on the scale at a Level in the first year that results in at least a 2.5% ıcrease, except that no teacher shall be placed above Level 13. New hires will not be placed igher than existing teachers with the same experience.

'veryone will move up a Level and receive a 2% increase in year 2 and year 3. Level 13 will ave a 2% increase in year 2 and year 3.

ı teacher shall also be paid $1200 each year commencing the first full year they have obtained Master's Degree from an accredited institution.

tep to level conversion chart (*to be used in year one only for existing staff*)
Jew hires will convert to levels not to be placed above current staff with the same xperience. (example*: I have taught for three years in Washburn and upon being ired at Woodland I would be placed on level 1 – because that level covers people ith 1 to 5 years of experience*)

tep	**New level**
through 5	1
2	2
3	3
- 9	4
0	5
1	6
2	7
3	8
4	9
5 -16	10
7	11
8 -19	12
0+	13

APPENDIX E

A. Medical insurance will be provided to Woodland Consolidated School teachers in an amount not to exceed $1300 per month, payable to the insurance company, for any available plan

Part-time professional staff will receive a prorated amount of insurance benefit. No teacher will receive an amount greater than his/her individual plan. No cash payment in lieu of this benefit, except as set forth in paragraph B below, will be made to individuals employed by Woodland Consolidated School.

B. For the term of this contract only, all teachers hired before November 1, 2013 when showing proof of insurance coverage through a spouse shall receive an annual taxable $2000 stipend payable in two increments: the first payment will be the first pay period of December and the second payment will be the first pay period of June.

C. Any teacher hired after November 1, 2013 will be eligible only for the benefits set forth in paragraph A above.

D A teacher married to another Woodland Consolidated School teacher will receive only the lowest cost health insurance plan for which she/he is eligible. By way of illustration, in the case of a married couple, both employed by Woodland Consolidated School, with no children, if the cost of two single plans is less than the one two person plan, each teacher will receive the single plan.

APPENDIX F
SERIOUS HEALTH CONDITIONS
FAMILY MEDICAL LEAVE ACT

§ 825.113 Serious health condition.

(a). For purposes of FMLA, serious health condition entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.

(b) The term incapacity means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

(c) The term treatment includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

§ 825.114 Inpatient care.

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care.

§ 825.115 Continuing treatment.

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a)Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(**1**) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term extenuating circumstances in paragraph (a)(**1**) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.

(c)Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d)Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e)Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

APPENDIX G
FAIR SHARE

Attorney fees:	**up to $200 per hour**
Uniserv Director fees:	**up to $125 per hour**
Local Representative fees:	**$50 per hour**
Research fees:	**$75 per hour**
Paralegal fees:	**$75 per hour**

All fees will be charged on the basis of fifteen (15) minute intervals.

APPENDIX H
NON-MEMBER FORM

Name: _____

School: _____

I have been asked to join the Woodland Consolidated Teacher's Association on this date: _____

I choose not to join at this time, but I have been made aware of the charges involved if I am to request any legal or representative assistant for this contract year. _____

Attorney fees:	**up to $200 per hour**
Uniserv Director fees:	**up to $125 per hour**
Local Representative fees:	**$50 per hour**
Research fees:	**$75 per hour**
Paralegal fees:	**$75 per hour**

All fees will be charged on the basis of fifteen (15) minute intervals.

_____ _____

Sign and Print your name:

APPENDIX I
INVESTIGATION PERMISSION FORM

Name: _____
Date:_____

I hereby give my permission to notify the Association Building Representative concerning the nature of the allegation(s) made against me. I do this with full knowledge that the information may be detrimental to my teaching career, but with the understanding that the Association will seek the proper resources to aid in my defense.

_____ _____
Signed dated

APPENDIX J

Sick Leave Bank Withdrawal Request Form
Woodland Consolidated Teachers' Association

Section 1: To be completed by employee

Name: _____

Date of Request: _____

I am a member of the Sick Leave Bank: _____ Yes _____ No
(According to the Comprehensive Contract, only members of the Sick Leave Bank are eligible to withdraw.)

Date on which all paid sick leave will expire: _____

Reason for request: _____
_____
_____
_____
_____

Number of days requested: _____
(Up to 30 days per year, the actual number of days will be decided by the Sick Leave Bank Committee)

I acknowledge that the reason for my request qualifies as a serious health condition as defined by the Family Medical Leave Act and have attached a doctor's note regarding the condition and expected duration of my absence to this form. I also agree to replenish three (3) days of my sick leave to the bank next year (not to exceed the amount taken from the Bank).

Signature: _____

Section 2: To be completed by Sick Leave Bank Committee

Request Approved: _____ Yes _____ No
Number of days approved: _____
Date of decision: _____
Date employee notified: _____
Date Business Manager notified: _____
Committee Member Signature: _____