

***COMPREHENSIVE  
EMPLOYMENT AGREEMENT***

**BETWEEN**

**GREENVILLE SCHOOL COMMITTEE  
UNION #60**

**AND**

**GREENVILLE EDUCATION ASSOCIATION  
(TEACHERS)**

**1 SEPTEMBER 2017 - 31 AUGUST 2018**

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1 **PREAMBLE**

2  
3 This Agreement is effective this 1st day of September, 2017 by and between  
4 the Greenville Education Association, (hereinafter called the "Association")  
5 and the Greenville School Committee, (hereinafter called the "Committee").  
6

7 **WITNESSETH**

8  
9 Whereas, the Committee and the Association have a statutory obligation,  
10 pursuant to the Municipal Public Employees Labor Relations Act under Title  
11 26, Chapter 9-A, MRSA, to confer and negotiate in good faith with respect  
12 to wages, hours, working conditions and contract grievance arbitration, and  
13

14 Whereas, the parties have reached certain understandings which they desire  
15 to confirm in this Agreement,  
16

17 In consideration of the following mutual covenants, it is hereby agreed as  
18 follows:  
19

20 **ARTICLE 1 – RECOGNITION**

21  
22 A. Pursuant to 26 M.R.S.A., Section 962 regarding a bargaining agent and the  
23 definition of a public employee, the Committee hereby recognizes the  
24 Association as the sole and exclusive bargaining representative and  
25 recognizes the entire group of certified, professional employees, excluding:  
26

- 27 1. The Principal(s) and Assistant Principal(s)
- 28 2. The Cooperative Education Director
- 29 3. The Adult Education Director
- 30 4. The Technology Coordinator
- 31 5. Athletic Administrator
- 32 6. Director of Special Services
- 33 7. Director of Guidance
- 34

35 B. Unless otherwise indicated, the term "teachers", when used hereinafter in  
36 this Agreement, shall refer to all professional employees represented by the  
37 Association in the negotiating unit as defined above.

1  
2 C. Employment Status  
3

- 4 1. Full-time employees are all employees who work the full school day  
5 as defined in Article 9 below.  
6  
7 2. Part-time employees are employees who work less than the full  
8 school day as defined in Article 9 below.

- 9  
10 a. Part-time employees shall receive prorated salary based on time  
11 worked compared to time worked by full-time employees.  
12

13 *Example:* If a part-time teacher taught four (4) periods per  
14 day, then that teacher would be entitled to (0.65306) of the  
15 salary due a full-time teacher with comparable experience and  
16 degree status.  
17

- 18 b. Part-time employees shall receive prorated benefits based on  
19 time worked compared to time worked by full-time employees  
20 except that:

21  
22 (1) Part-time employees who work one-half (1/2) time or  
23 more shall be entitled to insurance benefits equal to full-  
24 time employees.  
25

26 (2) Part-time employees who work less than one-half (1/2)  
27 time shall receive prorated insurance benefits if eligible  
28 for insurance pursuant to the terms of the insurance  
29 policy.  
30

31 (a) Part-time employees must work half time or more  
32 to be eligible for Committee contributions toward  
33 health and/or dental insurance.  
34

- 35 c. Changes in status of full-time employees to less than full-time  
36 shall occur pursuant to ARTICLE 27 - Reduction In Force.  
37

- 38 d. Part-time employees shall not be employed for the purpose of  
39 displacing full-time employees.  
40

1 D. The Association Secretary shall submit to the Chair of the School  
2 Committee and the Committee Secretary, by October 1<sup>st</sup> of each year, a list  
3 of the active members of the Association.  
4

5 E. The recognition shall continue in effect as long as the Association  
6 membership contains more than fifty percent (50%) of the total professional  
7 employees in the bargaining unit (as defined in Section A above) and is the  
8 elected bargaining agent pursuant to the procedures established by the Maine  
9 Labor Relations Board. So long as such recognition is in effect, the  
10 Committee agrees not to negotiate with or recognize any bargaining unit  
11 other than the Association.  
12

## 13 **ARTICLE 2 - NEGOTIATION PROCEDURE**

14  
15 A. No later than February 1<sup>st</sup> of the year of expiration of this agreement, either  
16 party may notify the other of its intent to begin negotiating a successor  
17 agreement. Within fifteen (15) calendar days after receipt of such notice,  
18 designated representatives of the Committee shall meet with designated  
19 representatives of the Association.  
20

21 Sessions will be in executive session unless both parties agree to a different  
22 procedure.  
23

24 Any agreement negotiated by the parties shall be reduced to writing and  
25 submitted to the Committee and to the Association for ratification.  
26

27 Any agreement so negotiated and ratified shall be signed by the Committee  
28 and the Association and shall apply to all teachers.  
29

30 B. During negotiations, the Committee and the Association shall present  
31 relevant data, exchange points of view, and make proposals and counter  
32 proposals.  
33

34 When requested by and for the Association, the Committee shall make  
35 available for inspection all pertinent public records, data and information of  
36 the Greenville School Department.  
37

38 C. Neither party in any negotiations shall have any control over the selection of  
39 the negotiating representatives of the other party.

1  
2 The parties mutually pledge that their representatives shall be clothed with  
3 all necessary power and authority to make proposals, consider proposals,  
4 and make counter proposals in the course of negotiations.  
5

### 6 **ARTICLE 3 - GRIEVANCE PROCEDURES**

#### 7 8 A. Purpose

- 9
- 10 1. For the purpose of this Agreement, the following procedure is to  
11 secure, at the lowest possible level, solutions to disagreements or  
12 disputes between the Committee and any teacher or group of teachers  
13 as to the meaning or application of the specific terms of this  
14 Agreement.  
15
  - 16 2. Nothing herein contained shall be construed as limiting the right of  
17 any teacher having a grievance to discuss the matter informally with  
18 any member of the Administration and having such grievances  
19 adjusted without the intervention of the Association, provided the  
20 adjustment is not inconsistent with the terms of the Agreement.  
21

#### 22 B. Definitions

- 23
- 24 1. A "grievance" is an alleged violation of a specific article of this  
25 Agreement or any dispute with respect to its meaning or application  
26 but shall not include alleged violations of any term of this Agreement  
27 regarding a matter that has been determined to be non-negotiable or a  
28 matter of educational policy by the Maine Labor Relations Board or a  
29 Maine Court.  
30
  - 31 2. An "aggrieved person(s)" is a teacher or teachers making a claim.  
32
  - 33 3. A "party in interest" is a teacher or teachers making a claim and any  
34 person who might be required to take action or against whom action  
35 might be taken to resolve the claim.  
36
  - 37 4. "Days" shall mean working school days, excepting as provided in C. 2  
38 below.  
39

1 C. Time Limits

- 2
- 3 1. Since it is important that grievances be processed as rapidly as
- 4 possible, the number of days indicated at each level shall be
- 5 considered as a maximum. The time limits specified may, however,
- 6 be extended or shortened by mutual written agreement between the
- 7 association president and the administrator responsible for responding.
- 8
- 9 2. Between the end of one school year and the beginning of the next
- 10 school year, the time limits set forth herein shall refer to regular
- 11 weekdays, Monday through Friday, excepting legal holidays.
- 12

13 D. Procedure (if combined Superintendent/Principal)

- 14
- 15 1. In the event that the Greenville School System has a combined
- 16 Superintendent/Principal, then the procedure will be as follows:
- 17
- 18 a. The aggrieved person may present his/her claim as a grievance
- 19 within twenty (20) days after the aggrieved person knew or
- 20 should have known of the events or conditions constituting the
- 21 alleged grievance.
- 22
- 23 The written grievance shall specifically identify any section(s)
- 24 of any particular article(s) grieved and give reasons why the
- 25 aggrieved believes the Agreement has been violated and request
- 26 a specific remedy for such violation.
- 27
- 28 b. The Superintendent/Principal shall, within ten (10) days after
- 29 the receipt of the written grievance, render his/her decision and
- 30 the reasons therefore, in writing, to the aggrieved person, with a
- 31 copy to the Association President.
- 32
- 33 c. The procedure will continue at Section E, Level Three.
- 34

35 E. Procedure (if Separate Superintendent and Principal)

- 36
- 37 1. Level One - Principal
- 38



- 1 a. The aggrieved person may present his/her claim as a grievance  
2 in writing to his/her principal or other appropriate  
3 administrator.
- 4
- 5 b. The written grievance shall specifically identify any section(s)  
6 of any particular article(s) grieved and give reasons why the  
7 aggrieved believes the Agreement has been violated and request  
8 a specific remedy for such violation.
- 9
- 10 c. A grievance will be deemed waived unless submitted in writing  
11 within twenty (20) days after the aggrieved person knew or  
12 should have known of the events or conditions constituting the  
13 alleged grievance.
- 14
- 15 d. The Principal shall, within five (5) days after receipt of the  
16 written grievance, render his/her decision and the reasons  
17 therefore in writing to the aggrieved, with a copy to the  
18 Association President.

19

20 2. Level Two - Superintendent

21

- 22 a. If the aggrieved person is not satisfied with the disposition at  
23 Level One, or if no answer is received, he/she may within ten  
24 (10) days submit the grievance to the Superintendent.
- 25
- 26 b. The Superintendent shall within ten (10) days of receipt of the  
27 grievance, meet with the aggrieved for the purpose of resolving  
28 the grievance. Representatives of the Association shall be  
29 present.
- 30
- 31 c. The Superintendent shall, within ten (10) days after the  
32 meeting, render his/her decision and the reasons therefore in  
33 writing, to the aggrieved person, with a copy to the Association  
34 President.

35

36 3. Level Three - Committee

37

- 38 a. If the aggrieved person is not satisfied with the disposition of  
39 the grievance at Level Two, he/she may, within five (5) days  
40 after receiving the Superintendent's response, request in writing

1 a meeting on the matter before the Committee.

- 2
- 3 b. The Committee shall, at its next regularly scheduled meeting  
4 after receipt of the appeal, meet with the aggrieved person and  
5 with representatives of the Association for the purpose of  
6 reviewing and resolving the grievance.  
7
- 8 c. The Committee shall, within ten (10) days after such meeting,  
9 render its decision and the reasons therefore in writing to the  
10 aggrieved person, with a copy to the Association President.  
11

12 4. Level Four - Impartial Arbitration  
13

- 14 a. If the Association is not satisfied with the disposition of the  
15 grievance at Level Three, the Association may within five (5)  
16 days submit the grievance to arbitration by so notifying the  
17 Committee and Superintendent in writing.  
18
- 19 b. The Chair of the Committee, or designee, and the Association  
20 President, or designee, shall within five (5) days after such  
21 written notice, jointly select a single arbitrator who is an  
22 experienced and impartial person of recognized competence.  
23
- 24 c. If the parties are unable to agree upon an arbitrator within five  
25 (5) days, they shall within five (5) days request the services of  
26 the American Arbitration Association.  
27
- 28 d. The arbitrator selected shall confer promptly with  
29 representatives of the Committee, representatives of the  
30 Association and the aggrieved person and shall review the  
31 record of the prior meetings with the aggrieved person and  
32 other parties in interest as he/she shall deem requisite.  
33
- 34 e. The arbitrator shall, as soon as practicable, after his/her  
35 selection, render his/her decision in writing to all parties in  
36 interest, setting forth his/her findings of fact, reasoning and  
37 conclusions on the issues submitted. The arbitrator shall be  
38 without power or authority to make any decision which is  
39 contrary to law or which violates or modifies the terms of this  
40 Agreement. The decision of the arbitrator shall be submitted to

1 the Committee and the Association and shall be final and  
2 binding on the parties, subject to judicial review.

- 3  
4 f. The cost of the arbitrator shall be borne equally by the  
5 Committee and the Association. If the Association  
6 unilaterally withdraws the grievance during the penalty  
7 cancellation period prior to the arbitration hearing, the  
8 Association shall pay the full cost of the arbitrator's late  
9 cancellation fee.

10  
11 F. Right of Teachers to Non-Representation

- 12  
13 1. The individual teacher has the right to non-representation at any or all  
14 levels of the procedure. When a teacher is not represented by the  
15 Association, the Association shall have the right to be present and to  
16 state its views at all levels of the procedure. The parties agree that the  
17 resolution of a grievance must be consistent with this Agreement.  
18  
19 2. The Association and Committee agree that resolution of grievances  
20 involving disciplinary measures in which the teacher(s) has/have not  
21 chosen to have Association representation will not be precedent  
22 setting for other grievances between the Administration and other  
23 Association members involving similar circumstances or situations.

24  
25 G. Group Grievance

- 26  
27 1. If, in the judgment of the Association, a grievance affects a group of  
28 teachers, the Association may submit such grievance in writing  
29 directly to the Superintendent and the processing of such grievance  
30 shall be commenced at Level Two.

31  
32 H. Filing

- 33  
34 1. All documents, communications and records dealing with the  
35 processing of a grievance shall be filed separately from the personnel  
36 files of the participants.  
37  
38  
39  
40

1 I. Forms

- 2
- 3 1. Forms for filing and processing grievances shall be prepared by the  
4 Superintendent and made available through the Association President.  
5 See Appendix C.

6

7 J. Meetings

- 8
- 9 1. All School Committee meetings and hearings under this procedure  
10 shall be conducted in executive session unless the parties mutually  
11 agree, in writing, to a public session.
- 12
- 13 2. If meetings and hearings are conducted in executive session, only  
14 parties in interest and their designated representatives, heretofore  
15 referred to in this Grievance Procedure shall be allowed to attend  
16 grievance meetings.
- 17

18 **ARTICLE 4 - TEACHERS' RIGHTS**

19

20 A. Nothing contained herein shall be construed to deny or restrict any teacher  
21 such right as he/she may have under applicable laws of the State of Maine.

22

23 B. Whenever any teacher is required to appear before the Committee, or any  
24 committee of the Committee, in an initial disciplinary meeting concerning  
25 any matter which could adversely affect the continuation of that teacher in  
26 his office, position, or employment, he/she shall be given prior written  
27 notice of the reasons for such meeting.

28

29 Any suspension of a teacher, pending a hearing on the charges, shall be with  
30 full pay and benefits.

31

32 If the teacher is found guilty, by the Committee, as a result of the hearing,  
33 the teacher agrees to repay the school system the full amount of salary and  
34 benefits that he/she received from the first full day he/she was suspended,  
35 continuing through the day of the Committee's judgment.

36

37 At no time shall the teacher be required to pay back more than ten (10) days'  
38 salary and benefits.

39

1 Any legal fees and/or attorney's fees incurred by the Committee in the  
2 collection of the monies shall be borne by the teacher.

- 3  
4 C. Whenever the Committee plans to discuss a teacher and/or his/her  
5 performance in executive session or in a meeting, the teacher shall be  
6 provided with two (2) days' written notice.

7  
8 If a discussion which could adversely affect continuation of a teacher in  
9 his/her office, position, or employment arises in executive session or in an  
10 informal meeting, such discussion shall be deferred until a future meeting to  
11 be held after the teacher has received notification.

12  
13 D. Just Cause

- 14  
15 1. No teacher on a continuing contract shall be disciplined, non-renewed,  
16 or dismissed without just cause. Receipt of summative effectiveness  
17 ratings indicating that a teacher is ineffective for 2 consecutive years  
18 constitutes just cause for nonrenewal of a teacher's contract unless the  
19 ratings are the result of bad faith.  
20  
21 2. The Superintendent shall notify the teacher and the Association of any  
22 disciplinary action, non-renewal or dismissal.  
23  
24 3. A grievance under this section may be initiated at the Superintendent's  
25 level of the Grievance Procedure.

26  
27 E. Personal and Academic Freedom

- 28  
29 1. The personal life of a teacher is generally not an appropriate concern  
30 of the Committee except as it may bear upon the teacher's  
31 effectiveness as a Committee employee.  
32  
33 2. Teachers are otherwise entitled to full rights of citizenship, and no  
34 religious or political activities shall be grounds for any disciplinary  
35 action or discrimination with respect to the professional employment  
36 of such teacher, providing said activities do not violate any local,  
37 state, or federal law, or interfere with the teacher's effectiveness as a  
38 Committee employee or interfere with school operations.

- 1 3. Teachers may introduce political or religious material in classroom  
2 presentations and discussions, provided that all material is consistent  
3 with the course curriculum, appropriate for the age of the students,  
4 and approved by the Principal.  
5

## 6 **ARTICLE 5 - DISCIPLINARY PROCEDURE**

- 7  
8 A. Nothing contained herein shall be construed to deny or restrict any teacher  
9 such right as he/she may have under applicable laws of the State of Maine.  
10  
11 B. Whenever any continuing contract teacher violates any part or specific term  
12 of this Agreement, the following procedure will be used to discipline that  
13 teacher:  
14  
15 1. The teacher shall be verbally warned of the consequences of repeated  
16 violations.  
17  
18 2. Upon a second violation the teacher shall receive a written reprimand  
19 indicating the specific term of the contract violated.  
20  
21 A copy shall be placed in the teacher's file.  
22  
23 3. Upon a third violation of the same specific term, the teacher shall be  
24 suspended without pay for one day.  
25  
26 4. If the violation continues to a fourth occurrence the dismissal  
27 procedure will be instituted as outlined in ARTICLE 4, Section D.  
28  
29 C. In the event a serious violation occurs, the Superintendent may by-pass one  
30 or more of the disciplinary steps above, depending on the seriousness of the  
31 violation.  
32

## 33 **ARTICLE 6 - ASSOCIATION RIGHTS AND PRIVILEGES**

- 34  
35 A. Whenever any representative of the Association or any teacher is mutually  
36 scheduled by the Association and the Committee or their representatives  
37 thereof, i.e., the President and the Superintendent, to participate during  
38 working hours in conferences or meetings, he/she shall suffer no loss of pay.

- 1  
2 B. The Association, representatives of the Association and their consultants  
3 shall be permitted to transact official Association business on school  
4 property at all reasonable times, provided, that in the judgment of the  
5 building Principal it does not interfere with normal school operations. If the  
6 building concerned is not covered by a Principal, then it shall be in the  
7 judgment of the Superintendent. Whenever possible, twenty-four (24) hour  
8 notice shall be given to the principal/superintendent.  
9
- 10 C. The use of school buildings as per Section B above shall be limited to  
11 unscheduled teachers' hours.  
12
- 13 D. The Association shall, at the Principal's discretion, have the use of certain  
14 pieces of office equipment as designated by the Superintendent when such  
15 equipment is not otherwise in use. The Association shall pay the Committee  
16 fifty dollars (\$50.00) yearly for all materials and supplies incident to such  
17 use.  
18
- 19 E. The Committee shall make available to a representative designated by the  
20 Association a copy of this Agreement for any new professional staff member  
21 upon employment.  
22
- 23 F. The Association shall be entitled to two (2) leave days annually to attend to  
24 matters which effect the Association.  
25
- 26 1. The Association will bear the cost of substitutes for these two (2) days.  
27

## 28 **ARTICLE 7 - RIGHTS OF THE COMMITTEE**

- 29
- 30 A. The Association recognizes that except as specifically amended by the terms  
31 of this Agreement, the Committee retains all functions, powers, duties and  
32 authority vested in it by applicable laws and policies of the Federal, State,  
33 and local government or their subdivisions thereof.  
34  
35  
36  
37

1 **ARTICLE 8 - SCHOOL CALENDAR**

- 2
- 3 A. The Superintendent shall make available to the Association a draft of the
- 4 school calendar two (2) weeks before consideration of the school calendar
- 5 by the Committee.
- 6
- 7 B. The Association may make suggestions prior to the Committee's adoption of
- 8 a school calendar. At least one (1) week's notice will be given whenever the
- 9 School Committee changes the adopted school calendar.
- 10
- 11 C. If the school calendar requires teachers to work more than one hundred and
- 12 eighty (180) days, any days (or parts thereof) worked in excess of 180 days
- 13 (exclusive of orientation days for newly hired teachers) shall be paid at the
- 14 per diem or hourly rate of the teacher's annual salary. The per diem rate
- 15 shall be determined by dividing the teacher's annual salary by the number of
- 16 teacher workdays in the school calendar. The hourly rate is determined by
- 17 dividing the per diem rate by 7 hours. The teacher shall be paid a minimum
- 18 of one hour or for the time worked, whichever is greater.
- 19

20 **ARTICLE 9 - TEACHING HOURS AND DUTIES**

- 21
- 22 A. The teachers' current administratively scheduled in-school workday begins
- 23 fifteen (15) minutes prior and ends fifteen (15) minutes after the student day.
- 24 Notification shall be provided to the Principal or the Central Office in the
- 25 event that a teacher must leave before the end of the teacher's
- 26 administratively scheduled workday.

27

28 At the conclusion of the student day, teachers will provide, when necessary,

29 a reasonable amount of time to aid students.

30

31 Bus duties and afternoon staff meetings shall be waived from this time limit.

32

33 Any other meetings or necessary duties shall be waived from this time limit

34 by mutual agreement of both parties.

35

36 Fridays and days preceding holidays, the teachers' workday will end at the

37 same time as the students' day.

38



1 B. Teachers may leave the building during their duty-free lunch periods  
2 provided they notify the Principal's office of their destination and return.  
3

4 C. Teacher participation in field trips which extend beyond the teachers' in-  
5 school workday shall be voluntary. No teacher shall be required to make  
6 overnight or weekend trips without his/her consent, except where his/her  
7 extracurricular duties otherwise require.  
8

9 D. Teaching and Preparation Periods  
10

11 1. Senior High and Middle School. (Grades 6-12)

12 Under the current block schedule developed by the committee, the two-day  
13 work schedule is composed of 8 blocks. One of which (or two half blocks) is  
14 a structured intervention period. One of which is instructional preparation  
15 time, and one of which is a common preparation time used for Professional  
16 Learning Communities (PLCs) and the remaining five blocks are  
17 instructional class time (including lab periods).  
18

19 2. Elementary:

20 Teachers are currently assigned instructional preparation time during  
21 scheduled music classes, physical education classes, and art classes. The  
22 intended goal is to provide 5 half blocks (periods) instructional preparation  
23 time per week whenever possible. If instructional preparation time is lost  
24 due to canceled classes, teachers will make a reasonable attempt to  
25 reschedule amongst themselves.  
26

27 If any changes to the current practices as outlined in 1 and 2 above are  
28 contemplated by the Committee, such changes will be subject to the meet  
29 and consult requirement and impact bargaining.  
30

31 E. In the event that the Committee desires to make a substantive scheduling  
32 change in a manner that affects the provisions of this Agreement, it shall  
33 notify the Association in writing at least one hundred and twenty (120) days  
34 prior to the anticipated effective date of substantive change. The School  
35 Committee and the Association shall meet within ten (10) days to negotiate  
36 any changes in the Agreement that will be necessitated by the change in  
37 scheduling including any negotiations obligations pursuant to Article 29,  
38 Section E  
39

1 F. Teachers shall not involuntarily be assigned breakfast, lunch, and/or office  
2 detention duties. When arrangements are made with individual staff  
3 members for performing lunch and/or office detention duties which impact  
4 the duties of other staff members, approval of the Association is required.

5  
6 Teachers on lunch and breakfast duty are eligible to receive their meal from  
7 the hot lunch program at no cost to the teacher. The cost of the meal will be  
8 paid by the Greenville School Department.

9  
10 G. During the term of this Agreement, homeroom duty assignments will take  
11 into consideration previous years' assignments so as to equalize the sharing  
12 of this duty among Senior High and Middle School teachers. Teachers who  
13 are engaged with students in their regular professional capacity during  
14 homeroom period will be excluded.

15  
16 H. Elementary teachers (those teaching full time in grades K-5) will be entitled  
17 to two (2) days release time per year for curriculum development.

18  
19 I. Intervention Meetings (I.E.P., 504, RtI, etc.)

20  
21 Any non-Special Education teacher required to participate in intervention  
22 meetings (I.E.P., 504, RtI, etc.) for more than 450 minutes in excess of the  
23 administratively scheduled workday in any single school year will receive  
24 additional compensation for a minimum of one hour, or the hours actually  
25 worked, whichever is greater, at an hourly rate equal to the ghost base  
26 divided by 180 divided by 7.

27  
28 J. Any new positions or duties for which persons covered by this Agreement  
29 are paid shall be created with the knowledge of the Association. The  
30 Committee agrees to inform the Association of newly created positions as  
31 soon as practicable.

32  
33 K. No person shall be paid for performing duties, writing curriculum, etc., that  
34 others covered by this Agreement, are required and/or expected to do  
35 without additional pay.

1 **ARTICLE 10 - TEACHER EMPLOYMENT**

2  
3 A. If possible, teachers shall be notified of their contract and salary status for  
4 the ensuing year no later than February 27th for continuing contract teachers  
5 and May 14th for probationary teachers, assuming an agreement has been  
6 negotiated.

7  
8 B. A teacher who plans to obtain a degree or otherwise move horizontally on  
9 the pay scale during the next contract year must notify the Superintendent by  
10 January 1<sup>st</sup> of the current year. If the degree or hours necessary for a  
11 horizontal move on the pay scale is/are obtained prior to September 1<sup>st</sup>, the  
12 teacher's salary will be adjusted to an amount commensurate with other  
13 teachers who will be employed and who have identical teaching experience  
14 and degree status. Adjustments will be made beginning with the first payroll  
15 of the new contract year.

16  
17 1. Course hours which provide horizontal movement, through the salary  
18 schedule must be from an accredited university, college, or vocational  
19 institute, and must be credit hours. Workshops, courses, and seminars  
20 which grant CEU's are not applicable to this provision.

21  
22 C. Notice of teaching and extracurricular vacancies will be posted on (1) the  
23 teachers' room bulletin boards, (2) servingschools.com or the local  
24 newspapers, and (3) the Greenville School Department website. Such  
25 notices will also be emailed to current teachers. At any time, throughout any  
26 given year, teachers may inquire about teaching vacancies by calling or  
27 writing the Office of the Superintendent of Schools.

28  
29 All applications for teaching vacancies are to be in writing and sent to the  
30 Office of the Superintendent of Schools.

31  
32 During the summer months, teachers will be notified by the District's  
33 website and the District's phone alert system of any teaching and/or  
34 extracurricular vacancies.

35  
36 Any teacher, within the system who is interested in any extracurricular  
37 activity position or assignment to another teaching position within the  
38 system must leave his/her name, address and telephone number in the Office  
39 of the Superintendent of Schools indicating the position or positions of  
40 interest as well as his/her qualifications for the position or positions.

1  
2 D. Teacher participation in extracurricular activities shall be voluntary, and  
3 shall be compensated according to the rate of pay in ARTICLE 17, Section  
4 G, except that once having accepted the position, the teacher shall agree to  
5 remain for the term of the activity, unless termination of the contract is  
6 mutually agreed upon or the committee has cause to terminate the contract  
7 for extracurricular work.

8  
9 All vacancies, in any extracurricular activity, shall be filled by a qualified  
10 individual, as determined by the Superintendent.

11  
12 Qualified faculty members will be given first refusal for extracurricular  
13 positions.

14  
15 Qualified faculty members shall not be entitled to extracurricular or advisory  
16 positions currently held by personnel, whether the person is covered by this  
17 Agreement or not, except when the Committee is seeking to change coaches  
18 and/or advisors, or a vacancy arises because of a resignation or dismissal.

19  
20 It is understood that agreements for extracurricular activities are limited to a  
21 one (1) year period only. Continued employment is solely determined by the  
22 Committee and is not subject to the provisions of ARTICLE 3 - Grievance  
23 Procedures, except in the presence of evidence that the Committee's action is  
24 arbitrary and/or capricious.

25  
26 E. Curriculum development and accreditation work by teachers will be  
27 scheduled during the administratively scheduled workday as defined in  
28 ARTICLE 9, Section A of the collective bargaining agreement except:

29  
30 1. If such work is required outside the administratively scheduled  
31 workday, or outside the teachers' work year, teachers will be  
32 compensated at the daily rate on a pro-rated basis (as determined  
33 above using the "ghost base"); and

34  
35 2. Curriculum work that is dependent on grant monies and done during  
36 non-school time will be compensated in accordance with the side  
37 agreement between the Committee and the Association if they have  
38 entered into a side agreement pertaining to the grant.

1 F. Virtual and Online Teaching

- 2
- 3 1. If the School Committee offers a virtual or online course to Greenville
- 4 students, no teacher’s employment shall be adversely affected such as
- 5 a reduction of work hours or load.
- 6
- 7 2. If the School Committee is considering offering a virtual or online
- 8 course to other school districts, the Superintendent shall provide an
- 9 opportunity for teachers to volunteer to teach the virtual or online
- 10 course. Eligible teachers shall have first refusal to teach the virtual or
- 11 online course. If more than one teacher volunteers to teach the course,
- 12 the Superintendent, after meeting with the teachers, shall select the
- 13 teacher. If no teacher volunteers, the Superintendent may assign the
- 14 virtual or online course to a certified teacher.
- 15
- 16 3. In the event a bargaining unit member is the impacted teacher under
- 17 either subsection above, the impact on the teacher may be addressed
- 18 by the Association pursuant to the requirements of ARTICLE 29,
- 19 Section E of this Agreement.
- 20

21 **ARTICLE 11 - PERFORMANCE EVALUATION AND PROFESSIONAL**

22 **GROWTH**

23

24 Pursuant to Title 20-A, chapter 508, evaluations conducted and effectiveness

25 ratings resulting from implementation shall be consistent with the Performance

26 Evaluation and Professional Growth Model (PEPG) Handbook developed by the

27 initial group of stakeholders as adopted by the Committee and approved by the

28 Maine Department of Education.

29

30 **ARTICLE 12 – PERSONNEL FILE**

- 31
- 32 A. 1. A teacher shall have the right, upon written request, to review the
- 33 contents of his/her personnel file and to receive a copy, at personal
- 34 expense, of any document(s) contained therein.
- 35
- 36 2. A teacher shall be entitled to have a representative of the Association
- 37 accompany him/her during such a review.
- 38

- 1 B. 1. No material derogatory to a teacher's conduct, service, character, or  
2 personality shall be placed in his/her personnel file unless the teacher has  
3 had an opportunity to review the material.  
4  
5 2. The teacher shall acknowledge that he/she has had the opportunity to  
6 review such material by affixing his/her signature to the copy to be  
7 filed, with the express understanding that such signature in no way  
8 indicates agreement with the contents thereof.  
9  
10 3. The teacher shall also have the right to submit a written answer within  
11 thirty (30) working days to such material and his/her answer shall be  
12 reviewed by the Superintendent or his/her designee and attached to the  
13 file copy.

## 14 **ARTICLE 13 – COMPLAINTS**

15  
16 For purposes of this article, an administrator is a supervisor of a teacher (for  
17 example, the superintendent or the principal) and a complaint is an allegation  
18 concerning a teacher's performance or behavior that an administrator believes  
19 warrants investigation.  
20

### 21 A. Verbal Complaints

- 22  
23 1. An administrator who receives a verbal complaint concerning a  
24 teacher's behavior or performance shall call the complaint to the  
25 attention of the teacher within ten (10) school days and the teacher  
26 may respond to and/or rebut said complaint.  
27

### 28 B. Written Complaints and Complaints of a Criminal or Serious Nature

#### 29 30 1. Written Complaints:

31  
32 Any written complaints regarding a teacher by any person which is  
33 received by the Administration and/or Committee must be signed by  
34 the individual lodging the complaint and will be called to the attention  
35 of the teacher within ten (10) school days.  
36  
37  
38  
39

1           2.    Complaints of a Criminal or Serious Nature:

2  
3           Any complaint regarding a teacher, lodged by any person, involving  
4           criminal acts, acts intending to cause serious bodily injury to a student  
5           or employee, sexual harassment, or acts constituting gross negligence  
6           resulting in or potentially resulting in physical injury to another or  
7           damage to the school, which is received by the Administration and/or  
8           Committee shall be called to the attention of the teacher within ten  
9           (10) school days except when such complaint involves a criminal  
10          matter AND such disclosure would prejudice the investigation. When  
11          complaints of a criminal or serious nature, as defined above, are  
12          lodged against a teacher, the complainant shall be asked to put the  
13          complaint in writing and affix his/her signature to the complaint.  
14          When it is not possible to obtain a written, signed complaint from the  
15          complainant, the administrator receiving the complaint shall prepare a  
16          written summary of the complaint and attribute the written complaint  
17          to the complainant. This written summary shall constitute a written  
18          complaint for purposes of this Article.

19  
20          3.    The teacher will be provided the opportunity to read the complaint, be  
21          informed of the name of the person lodging the complaint, and rebut  
22          such complaint within ten (10) school days.

23  
24    C.    Proceeding and Meetings/Conferences involving Complaints

25  
26          1.    Only written complaints, as defined in B.1. or B.2. above, which are  
27          of a reasonable nature and received within a reasonable time of the  
28          incident causing the complaint can be used in proceedings involving  
29          the teacher before the Administration and/or Committee.

30  
31          2.    The teacher shall have the right to be represented by the Association  
32          at any meetings or conferences regarding a verbal or written  
33          complaint.

34  
35          3.    Notwithstanding the above, anonymous/verbal complaints may lead to  
36          investigations, and those investigations and their results, not such  
37          complaints, may be used in proceedings involving the teacher.

1  
2 **ARTICLE 14 - SALARIES AND SALARY STATUS**

3  
4 A. Salary schedule for 2017-2018 (see Appendix A) 1.5% INCREASE

5  
6  
7 B. Placement on the salary scale

8  
9 1. Teachers on staff and hired after 1994 will not be eligible for  
10 horizontal movement on the salary scale unless credit hours earned are  
11 towards a graduate degree in a graduate program.

12  
13 2. New teachers hired for the school year 2003-2004 and thereafter will  
14 be hired on the appropriate horizontal step which reflects their credits  
15 earned at the time of hire beyond a Bachelor's or Master's degree.

16  
17 3. Teachers who have retired from the Greenville School System shall be  
18 hired only as allowed by the laws of the State of Maine. A retired  
19 teacher is defined as any teacher who was eligible to retire, who  
20 retired and severed employment, who is receiving retirement benefits  
21 from the Maine Public Employees Retirement System, and has  
22 returned to teaching pursuant to Maine Public Employee Retirement  
23 System Rule Chapter 410.

24  
25 a. A returning retired teacher's seniority date for the purposes  
26 other than the salary schedule (including reductions in force)  
27 shall be based on the retired teacher's continuous employment  
28 by the Committee since his/her latest date of hire or rehire.

29 b. Any retired teacher who is hired or re-hired by the Committee  
30 shall be hired as a probationary teacher pursuant to 20-A  
31 M.R.S.A. § 13201.

32 c. If a rehired retired teacher was previously employed by the  
33 Greenville School Department, there shall be no entitlement to  
34 any previous benefit accruals, including but not limited to, sick  
35 leave, eligibility for other leaves, or severance benefits.

36 e. All other terms and conditions of this agreement shall, to the  
37 extent possible, be controlling. If a retired teacher is employed  
38 less than full time, the teacher's salary and benefits shall be pro-  
39 rated.



1  
2 C. Targeted Needs Certificates and Waivers  
3

- 4 1. Teachers possessing a Targeted Needs Certificate and/or Waiver will  
5 be placed on the salary scale as dictated by their level of educational  
6 attainment, minus five percent (5%) to reflect the deficit in  
7 professional training.  
8
- 9 2. Salaries will increase at the rate of two percent (2%) per year for years  
10 2 and 3 of the training period so that the teacher can move normally to  
11 step 3 after three years when full certification should be in place.  
12

13 D. Teachers, on an individual basis, may choose to be paid in (1) twenty-one  
14 (21) equal bi-weekly payments, (2) twenty (20) bi-weekly payments of  
15 (0.03846) of his/her salary and one (1) payment of (0.23017) of his/her  
16 salary on the last pay period of the fiscal year, or (3) twenty-six (26) equal  
17 bi-weekly payments.  
18

19 Teachers electing option 2 or 3 must notify the Superintendent's office by  
20 June 1<sup>st</sup> of the prior year.  
21

22 E. Teachers with twenty (20) years of continuous teaching experience in the  
23 Greenville School System and thirty (30) years of creditable teaching  
24 experience shall receive an annual longevity stipend equal to five percent  
25 (5%) of the "ghost base" of the salary schedule.  
26

27 F. Tax Sheltered Annuities  
28

- 29 1. Any employee may participate in the School Committee's "Tax  
30 Sheltered Annuity Plan", subject to the limitations of the plan  
31 and the Internal Revenue Service.  
32
- 33 2. Any agent or agency wishing to sell tax sheltered annuities to  
34 employees must file with the Superintendent evidence of its  
35 license to sell such annuities in the State of Maine.  
36
- 37 3. Only those providers of annuities who agree to comply with the  
38 terms of the "plan" shall be permitted to participate as an  
39 annuity provider under the Tax Sheltered Annuity Plan. In  
40 accordance with the plan, the Board retains the right to limit the

1 number of annuity providers authorized to sell annuities to  
2 employees.

- 3
- 4 4. At no time will solicitation by the providers of tax sheltered  
5 annuities be permitted in school buildings or on school property  
6 during regular school hours.
- 7
- 8 5. The responsibility of the Board is limited to transmitting the  
9 monies to the designated company or bank.
- 10
- 11 6. The participating teacher and the Association shall indemnify  
12 and hold the Board, the Superintendent, and the School System  
13 harmless against all claims and suits which may arise by reason  
14 of any action taken in making deductions of said monies and  
15 remitting the same pursuant to this provision. The teacher shall  
16 notify the Superintendent as soon as an error is detected.
- 17

18 G. Payroll Deductions and Reductions

19 Voluntary deductions are payroll deductions that an employee can authorize  
20 be taken from their net pay and have paid directly to an authorized vendor.  
21 The written request will be submitted to the payroll clerk. The payroll clerk  
22 is responsible for ensuring that the employee's requested deduction is  
23 disbursed to the designated authorized vendor. The written request will be  
24 kept on file in the central office. Changes to any voluntary deduction will be  
25 made in writing by the employee and updated by payroll as soon as  
26 practicably possible.

27 H. Authorization for Payroll Adjustments

28 In the event that an error in pay occurs, whomever discovers the error shall  
29 schedule a meeting with the teacher, superintendent and payroll clerk as  
30 soon as practicable. The details of the error will be provided and the teacher  
31 will have the right to agree with or dispute the amount.

32 Documentation of the resolution shall be entered on to the form attached  
33 (See appendix D) and placed into the payroll and personnel files.

34  
35

1 **ARTICLE 15 - COURSE REIMBURSEMENT**

- 2
- 3 A. A reimbursement allowance equal to the current tuition for three (3)
- 4 graduate credit hours at the University of Maine at Orono will be available
- 5 to all teachers for professional credits earned.
- 6
- 7 B. Reimbursement allowances for tuition that are not expended on one (1)
- 8 course may be expended for tuition on other courses within that school year.
- 9
- 10 C. In no case will the total amount reimbursed for tuition exceed the amount
- 11 paid by the teacher for such professional credits.
- 12
- 13 D. In addition, teachers will be reimbursed for registration fees, lab fees,
- 14 activity fees, and required texts for up to two (2) courses per year. In order to
- 15 receive the reimbursement for texts and fees for the second course, the
- 16 teacher must request reimbursement for the second course by the end of the
- 17 first full week in January, for courses to be taken during the next contract
- 18 year.
- 19
- 20 E. In the event the Committee requests a teacher to transfer into an area in
- 21 which the teacher needs a transitional endorsement, the teacher shall be
- 22 reimbursed for up to six (6) credit hours per year, including texts and fees
- 23 for the courses necessary to obtain the endorsement. This is in addition to
- 24 the amounts in the paragraphs above.
- 25
- 26 F. The above is subject to the following conditions:
- 27
- 28 1. All courses must be pre-approved by the Superintendent on a form
- 29 provided by his/her office and must be demonstrably beneficial to the
- 30 teacher’s professional development as an educator.
- 31
- 32 2. Each teacher shall be reimbursed for each satisfactorily completed
- 33 credit hour with a grade of “B” or better per year to the maximum
- 34 amount set forth above. However, if the grade rank is lower, the
- 35 Superintendent shall meet with any teacher that requests a meeting for
- 36 the purpose of seeking an exception based upon the teacher’s skill
- 37 level improvement that benefits the school system.
- 38
- 39
- 40

1           3.     Reimbursed Options (may choose either a. or b.)  
2

3           a.     Reimbursement will be paid once per year on the first payroll in  
4                 February, provided that the teacher has submitted his/her  
5                 request for reimbursement no later than January 15<sup>th</sup>.  
6

7                 (1)    Transcripts or official rank sheets of the courses and  
8                 receipts must be submitted to the Superintendent by  
9                 January 15<sup>th</sup> for reimbursement on the payroll stated in  
10                3.a.  
11

12               (2)    Eligible courses must have been completed within twelve  
13               (12) months prior to the date of reimbursement.  
14

15           b.     Teachers may elect to have the Committee pay for courses,  
16                 texts, and fees prior to the teacher taking courses.  
17

18               (1)    Teachers must supply the Superintendent's Office with  
19               proof of completion within a reasonable time after their  
20               course work has been completed.  
21

22               (2)    If the course is not successfully completed, the teacher  
23               agrees to repay the school system the full amount of the  
24               reimbursement.  
25

26    G.     Recertification Fees  
27

28           After a teacher obtains continuing contract status within the Greenville  
29           School System, the School Committee shall pay any recertification fee for  
30           the teacher's professional certificate and/or any endorsement required by the  
31           School Committee related to the teacher's job responsibilities.  
32

33    H.     Fingerprinting and/or Criminal Records Fees  
34

35           As of the effective date of this Agreement, any fees paid prospectively by a  
36           teacher for fingerprinting and/or criminal records check shall be reimbursed  
37           by the School Committee.  
38  
39  
40

1           **ARTICLE 16 - COMPENSATION FOR STIPENDED POSITIONS**

2  
3    A.   Positions

4  
5       1.   Greenville Schools Certification Committee

6  
7           a.   If a teacher serves on this committee, he/she shall receive a  
8               stipend in an amount determined under the procedure used to  
9               determine the amount paid for extracurricular stipends set forth  
10              in ARTICLE 17. In addition to the teacher’s individual  
11              Experience factor, this stipend amount will be based on a Time  
12              factor of 1 and a Responsibility factor of 3. The stipend will be  
13              paid by the first pay period after the conclusion of the school  
14              year. Teachers on this committee shall carry out the duties set  
15              forth in the Greenville Schools Certification Committee  
16              Professional Handbook and the laws of the State of Maine and  
17              the corresponding rules enacted by the Maine Department of  
18              Education (including Rule Chapters 115A and 118A). Teachers  
19              will be chosen to serve on this committee according to the  
20              procedure set forth in the Greenville Schools Certification  
21              Committee Professional Handbook.

22  
23       2.   Mentor

24  
25           a.   If a teacher serves as a mentor for a teacher who legally  
26               requires a mentor, he/she shall receive a stipend equal to 4% of  
27               the “ghost base” for the current year’s salary schedule at the  
28               conclusion of the school year. Teachers will be assigned as  
29               mentors in accordance with the laws of the State of Maine and  
30               the Greenville Schools Certification Committee Professional  
31               Handbook. Such teachers shall carry out the duties set forth in  
32               the laws of the State of Maine and the corresponding rules  
33               enacted by the Maine Department of Education (including Rule  
34               Chapter 118A).

35  
36       6.   Detention Hall Monitor

37  
38           a.   Hourly compensation shall be eight hundred five ten  
39               thousandths of a percent (.0805) of the "ghost base" for the  
40               current year's salary schedule.

1  
2           b.     Saturday Detention  
3

- 4                   (1)    Teachers shall have first refusal for Saturday detention.  
5  
6                   (2)    A teacher may volunteer to be on the Saturday detention  
7                   rotation list by informing the building principal prior to  
8                   the first school day of the year.  
9  
10                  (3)    The initial rotation list is by alphabetical order and  
11                  rotates thereafter. If a teacher accepts or refuses the  
12                  Saturday detention opportunity, the teacher will be  
13                  placed at the bottom of the rotation list.  
14  
15                  (4)    If no teacher on the rotation list accepts the detention  
16                  opportunity, the teacher on the top of the list is  
17                  responsible for coverage or is obligated to find a teacher  
18                  or Ed Tech III substitute.  
19  
20                  (5)    Saturday detention is served in four (4) hour blocks. In  
21                  the event it is scheduled for eight (8) hours, two (2)  
22                  teachers from the rotation list will be selected.  
23

24 B.     Compensation to teachers sharing pay for a stipended position shall be on  
25     terms mutually agreeable to the teachers involved. The sum of the aggregate  
26     pay shall be equal to the amount specified in this Article for the position in  
27     question.  
28

29  
30  
31 C.     New Position Stipend  
32

33     After the School Committee creates a new position, the Superintendent and  
34     the Association President or Chief Negotiator shall meet within ten (10) days  
35     to determine an appropriate amount for the stipend.  
36  
37  
38

1                           **ARTICLE 17 - EXTRA CURRICULAR COMPENSATION**

2

3   A.    The following procedure shall be used to determine compensation for all

4          extra time activities which involve the supervision of students in a non-

5          classroom situation.

6

7           The compensation determined is for the positions listed in the:

8

9           **EXTRA CURRICULAR COMPENSATION SCHEDULE IN APPENDICES D,**

10   **E, and F**

11

12           The factors contained in the procedure consist of time, responsibility and

13          experience.

14

15           1.    TIME (factors .5-8)

16

17                   a.    There are nine factors in this category, all nine representing the

18                           number of hours spent on an extra time activity.

19

20                           *For Example:* The time that a football coach will spend

21                           coaching football is estimated at 360 hours, so a time factor of

22                           eight (8) is assigned; the time a dramatics coach spends

23                           coaching dramatics is estimated at 89 hours or a time factor of

24                           two (2); or the time a debating coach spends in coaching a team

25                           is estimated at 150 hours, or a time factor of three (3).

26

27                           These factors can be determined from the following

28          table:

<i>HOURS</i>	<i>FACTOR</i>
1-40	.5
41-80	1
81-120	2
121-160	3
161-200	4
201-240	5
241-280	6
281-320	7
321-360	8

1           2.    RESPONSIBILITY (factors 1 - 5)

- 2  
3           a.    On the basis of the criteria listed below, a subjective judgment  
4                   must be made as to the responsibilities of those who are  
5                   devoting extra time to extra time activities.

6  
7                   *For Example:* It has been judged that a football coach would  
8                   have maximum responsibilities, hence giving a factor of five  
9                   (5) in this category; a dramatics coach, having considerably less  
10                  responsibility has been judged as having a factor of one (1) in  
11                  this category; and a debating coach has been judged as having  
12                  average or below responsibilities, hence a factor of two (2) has  
13                  been determined.

14  
15                   *FACTORS USED IN DETERMINING RESPONSIBILITY*

- 16  
17                  1.    Number of pupils  
18                  2.    Problems of pupil behavior  
19                  3.    Care and supervision of school property  
20                  4.    Degree to which activity involves the public  
21                  5.    Length of schedule  
22                  6.    Location of activity  
23                  7.    Number of faculty members involved  
24                  8.    Instructional emphasis  
25                  9.    Physical exams and parental permission forms  
26                  10.   Budget making  
27                  11.   Level of competition  
28                  12.   Degree of contact

29  
30           3.    EXPERIENCE (factors based on following)

- 31  
32           a.    If a professional staff member has had experience in the extra  
33                   time activity, such experience should be recognized and  
34                   additional compensation should be given.

35  
36                   *For Example:* Let us assume that the football coach has had ten  
37                   (10) years of experience as a football coach. According to the  
38                   table below, he would receive a 29% increase in his extra time  
39                   compensation for that position. Let us assume that the  
40                   dramatics coach has had three (3) years of experience as a



dramatics coach, hence according to the table below he would receive an 8% increase in his/her extra time compensation. The debating team coach, having had nine (9) years experience in that capacity would have his/her extra time compensation increased by 26%.

<i>Years Experience</i>	<i>Additional %</i>
1	2
2	5
3	8
4	11
5	14
6	17
7	20
8	23
9	26
10	29

B. The factors concerning time and responsibility should be totaled and applied as a percentage against ninety percent (90%) of the "ghost base" of the current year's salary schedule. The result should be multiplied by the appropriate percentage factor corresponding to experience. The sum of these two will give the salary for the activity.

C. Compensation for Extended or Shortened Season

1. An extended season is one that exceeds the normally scheduled season due to a team's involvement in post season events such as play-offs, tournaments, state meets, etc., in which they would not normally participate.

a. Pay for the extended season (in addition to the coach's regular salary) shall be determined as follows:

[The number of extra days beyond the regular season (excluding Sundays)] divided by [the number of days from the first practice through the last scheduled regular season event (excluding Sundays)] multiplied by [the coach's salary].

1 2. A shortened season is one that ends before the last scheduled regular  
2 season event.

3  
4 a. Pay for a shortened season shall be determined as follows:

5  
6 [The number of days from the first day of practice through the  
7 day the season was actually curtailed (excluding Sundays)]  
8 divided by [the number of days from the first practice through  
9 the last scheduled regular season event (excluding Sundays)]  
10 multiplied by [the coach's salary].

11  
12 D. Adjustment for Extended Travel

13  
14 1. When a club (e.g. French, Science, etc.) travels with its advisor for  
15 two (2) or more nights in a row, the responsibility factor will be  
16 readjusted for that year and an appropriate adjustment will be made to  
17 the stipend.

18  
19 E. All extracurricular activities shall be reviewed annually by the individuals  
20 involved and the Athletic Administrator and/or Administrator in charge, to  
21 determine the need for any change.

22  
23 F. The extracurricular compensation schedule shall be changed with mutual  
24 consent of the Committee and the Association.

25  
26 G. All paid extracurricular activities must be listed on the compensation  
27 schedule.

28  
29 H. The Committee reserves the right to discontinue any of these activities at its  
30 own discretion.

31  
32 **ARTICLE 18 - USE OF AUTOMOBILE**

33  
34 A. Teachers shall not be required to drive to activities which take place away  
35 from the school building. A teacher may do so voluntarily, however, with  
36 the advance approval of his/her Principal.

37  
38 He/she shall be compensated at the rate per mile used for the Federal Income  
39 Tax business mile deduction.

1 **ARTICLE 19 - SICK LEAVE**

2  
3 A. Each full or part time teacher is entitled to fifteen (15) days of sick leave per  
4 year.

5  
6 1. Unused sick leave will accumulate as follows:

7  
8 a. Any teacher employed prior to the 2004-2005 year and who had  
9 accumulated more than two hundred (200) sick leave days  
10 before July 1, 2004 shall be grandfathered at the accumulated  
11 amount and no further accumulation shall occur. The teacher  
12 shall continue to receive and use the annual entitlement.  
13 However, any unused annual entitlement shall not accumulate  
14 until such time that the teacher's total accumulation falls below  
15 two hundred (200) sick leave days.

16  
17 b. Any new teacher employed during the 2004-2005 year and who  
18 has accumulated less than two hundred sick leave days shall be  
19 permitted to accumulate two hundred (200) days. Once the  
20 teacher obtains the maximum accumulation, the teacher shall  
21 continue to receive and use the annual sick leave entitlement.  
22 However, any unused annual entitlement shall not accumulate  
23 unless the teacher's total accumulation falls below two hundred  
24 (200) sick leave days.

25  
26 c. Any teacher employed after the 2004-2005 year shall  
27 accumulate one hundred and ninety (190) days of unused sick  
28 leave. Once the teacher obtains this maximum accumulation,  
29 the teacher shall continue to receive and use the annual sick  
30 leave entitlement. However, any unused annual entitlement  
31 shall not accumulate unless the teacher's total accumulation  
32 falls below one hundred and ninety (190) sick leave days.

33  
34 B. Should a teacher's teaching status change, his/her accumulated sick leave  
35 time will be re-tabulated to reflect his/her current teaching status.

36  
37 *For Example:* A full-time teacher with 40 days of accumulated sick leave  
38 who becomes a half-time teacher would have his/her accumulated sick leave  
39 re-tabulated to reflect 80 half days. By the same token, a part time (0.48980)  
40 teacher with 49 days of accumulated sick leave who becomes a full-time

1 teacher would have his/her accumulated sick leave re-tabulated to reflect 24  
2 full days.

- 3
- 4 C. A teacher new to the School System who has unused sick time accumulated  
5 in his/her previous teaching position, shall be credited with up to twenty (20)  
6 days of such leave. Said sick leave will be credited and made effective upon  
7 achieving continuing contract status in the Greenville School System. Said  
8 sick leave will be re-tabulated to reflect the teacher's current full-time or  
9 part-time employment status.
- 10
- 11 D. After taking sick leave, the teacher shall give the reason thereof in writing,  
12 on a form provided by the Superintendent.
- 13
- 14 E. After five (5) consecutive days of sick leave have been used by a teacher, a  
15 physician's certificate may be requested by the Principal or Superintendent,  
16 and in such cases will be provided.
- 17
- 18 F. The Superintendent may request a health care provider's certificate for any  
19 employee whose absenteeism may indicate abuse of sick leave.
- 20
- 21 G. Sick leave time shall not be permitted for elective surgery and its  
22 recuperative time (i.e. surgery performed at a time selected by the teacher, if,  
23 in the opinion of the physician, the surgery could have been scheduled  
24 during non-school time without being detrimental to the teacher's health).
- 25
- 26 H. Sick leave shall not be permitted for dental care of a non-emergency nature.
- 27
- 28 I. The Superintendent may allow sick leave to be used for dental or medical  
29 care of a non-emergency nature which constitutes an unusual circumstance  
30 i.e. one in which the practitioner believes it is imperative that the procedure  
31 be done and cannot be scheduled for a non-school time or that is at great  
32 enough distance from the school that the last regularly scheduled time of the  
33 practitioner would make it impossible to arrive on time for the scheduled  
34 appointment.
- 35
- 36 1. This provision may be used for family members specified in Section J.  
37 1 below provided the restrictions of that section are maintained.
- 38
- 39
- 40

1 J. Pregnancy Disability

- 2  
3 1. Pregnancy disability will be treated as any other sick leave.  
4

5 K. Illness in the Family

- 6  
7 1. Sick leave may be used because of accident or illness to members of  
8 the teacher's immediate family to include spouse, child, father,  
9 mother, brother, sister, grandchild, grandparent, father-in-law, mother-  
10 in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, not  
11 to exceed five (5) days in succession for any one incident. The  
12 Superintendent may, at his/her discretion, extend the days allowed  
13 beyond five (5).  
14  
15 2. The provisions of the Federal Family and Medical Leave Act shall be  
16 adopted by the Committee, notwithstanding any eligibility  
17 requirements of that Act pertaining to numbers of employees.  
18

- 19 L. For pre-scheduled medical or dental appointments, a teacher may leave  
20 immediately after student dismissal or during assigned preparation periods if  
21 he/she is not scheduled to teach beyond that time. Appointments are not to  
22 be scheduled during the student academic day, if they must be scheduled  
23 during this time period, teachers must request sick leave for the appointment.  
24

25 M. Accumulated Sick Leave Statement

- 26  
27 1. The Superintendent shall provide a written statement to every teacher  
28 at the beginning of the school year indicating the total of his/her sick  
29 leave credit, on or before October 1<sup>st</sup>.  
30  
31  
32

33 N. Worker's Compensation

- 34  
35 1. In case of injury covered under the Worker's Compensation Act, a  
36 teacher will receive from his/her accumulated sick leave, the  
37 difference between the amount of his/her net regular pay and the  
38 amount received on Worker's Compensation. The difference shall be  
39 charged on a pro-rata basis to the teacher's accumulated sick leave and  
40 shall cease when the teacher's sick leave is exhausted.

1  
2 O. Wellness Incentive  
3

4 1. Any teacher who does not use more than three (3) days of sick leave  
5 per year shall receive a wellness incentive stipend of one day of  
6 his/her per diem based on his/her base salary as per the salary  
7 schedule for that year. If a teacher does not use more than one (1)  
8 sick leave day per year, he/she shall receive a stipend of two (2) days  
9 of his/her base salary per diem as per the salary schedule.

10  
11 2. This wellness incentive payment shall be provided to the teacher no  
12 later than the first teachers' workshop day of the subsequent school  
13 year.

14  
15 3. Any teacher eligible for wellness pay not employed for the subsequent  
16 year shall receive his/her incentive payment in his/her last paycheck.  
17

18 **ARTICLE 20 - SICK LEAVE BANK**

19  
20 A. The purpose of the sick leave bank is to provide sick leave days due to an  
21 extreme illness or accident to a member after a member's sick leave time has  
22 been exhausted.  
23

24 1. The intent is that the days will only be used for the member's own  
25 illness or accident.  
26

27 B. The Sick Leave Bank shall be established by the Greenville School  
28 Committee. At the beginning of each school year (no later than September  
29 30<sup>th</sup>), if the Sick Leave Bank is less than one hundred fifty-five (155) days,  
30 each member of the staff, covered by this Agreement, who desires to  
31 participate in the Sick Leave Bank, must contribute one (1) day to the Bank.  
32

33 C. Any teacher who does not become a member of the Bank within one (1)  
34 month after the Bank is established, or within one (1) month of initial  
35 employment as a teacher in the Greenville School Department, thereafter  
36 shall not be eligible for participation in the Bank, except at the beginning of  
37 an open enrollment period of one (1) month at the beginning of the school  
38 year. A teacher who wishes to join the Bank during the open enrollment  
39 period, shall pay one (1) day of sick leave per year, for each year he/she was

1 eligible to be a member of the Bank, but did not choose to be a member of  
2 the Bank.

3  
4 D. Teachers new to the system may become members by contributing one (1)  
5 day to the Bank. Contributions shall continue for three (3) years. After three  
6 (3) years, continued participation will be under the terms outlined above in  
7 Section B and Section C.

8  
9 E. A teacher shall not be eligible to draw days from the Sick Leave Bank until  
10 his/her own sick leave is exhausted.

11  
12 F. A teacher shall make application for sick leave from the Sick Leave Bank, to  
13 the President of the Association and Superintendent of Schools. If the  
14 request is granted by the President of the Association and the  
15 Superintendent, they shall determine the number of sick leave bank days to  
16 be authorized, provided that no more than 60 days shall be authorized per  
17 request. More than one request may be made per illness or accident, if  
18 necessary. The Superintendent shall cause the authorized days to be  
19 deducted from the Sick Leave Bank and the teacher to be paid at the  
20 discretion of the Association President and Superintendent.

21  
22 Application to the Sick Leave Bank will be made on a form supplied by the  
23 Superintendent's Office and shall be accompanied by a doctor's certificate  
24 specifying the disability or illness.

25  
26 G. Unused Sick Leave Bank days shall continue from year to year.  
27

1 **ARTICLE 21 - BEREAVEMENT LEAVE**

2  
3 Bereavement leave, in addition to sick leave, without loss of pay, shall be  
4 granted as follows:

- 5  
6 A. Absence necessary because of the death in the immediate family to include  
7 spouse, child, father, mother, sister, brother, grandchild, grandparent, father-  
8 in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-  
9 law, or where a special relationship exists of a familial nature as determined  
10 by the Superintendent - not to exceed five (5) days in any one instance.  
11  
12 B. Absence for the funeral of other relatives or friends shall be limited to one  
13 (1) day for each instance.  
14  
15 C. It is understood that the bereavement leave is granted for the purpose of  
16 allowing teachers to attend the services held for the decedent, or to manage  
17 the details relating to the service, burial, and/or estate of said decedent.  
18

19 **ARTICLE 22 - OTHER TEMPORARY LEAVES**

20 A. Personal Leave

21  
22 Two (2) days annually without loss of pay shall be granted by the  
23 Superintendent if the teacher needs leave for personal reasons during a  
24 school day, except that the Superintendent may deny such leave requested  
25 for a full workshop day on the school calendar (ARTICLE 8). In an  
26 emergency, the building Principal shall grant personal leave in the  
27 Superintendent's absence.  
28

- 29 1. Personal leave can be used to extend a scheduled school year  
30 vacation. The Superintendent may limit the number of teachers taking  
31 leave under this subsection to three (3) teachers being granted this  
32 leave on the same day.  
33  
34  
35  
36  
37  
38



1 B. Professional Leave

2  
3 Two (2) days annually, without loss of pay, may be granted at the  
4 Superintendent's discretion, upon written request, for professional  
5 development. The Superintendent may limit the number of teachers taking  
6 leave under this provision to three (3) teachers being granted this leave on  
7 the same day.

8  
9 C. Legislative Service

10  
11 Certified teachers who are members of the State Legislature shall be on  
12 temporary leave of absence without pay for the duration of all legislative  
13 sessions, provided notice of intent to become a candidate for the Legislature  
14 as required by law has been given. Otherwise the teacher will be considered  
15 to have resigned from his/her position.

16  
17 D. Jury Duty

18  
19 When time necessary for jury duty is completed, the teacher shall submit a  
20 statement of income as a juror to the Superintendent. The School System  
21 shall pay the difference between his/her salary as a teacher and his/her salary  
22 as a juror.

23  
24 Travel reimbursement paid to jurors is not subject to this provision.

25  
26 A teacher shall not directly or indirectly submit his/her name for jury duty.

27  
28 E. Military Leave

29  
30 Military leave shall be granted pursuant to federal and state law.

31  
32 F. Association Leave

33  
34 An employee who has the opportunity to serve in a professional Association  
35 capacity shall be granted up to a one (1) year's leave of absence without pay,  
36 unless such leave will impose a hardship on the Committee. The teacher  
37 shall notify the Committee of his/her intent to serve in this capacity in  
38 writing.

1 With the approval of the Committee and upon request of the teacher, the  
2 leave of absence without pay may be renewed.

3  
4 G. Other Temporary Leave

5  
6 Other temporary leave, with or without pay, may be granted at the  
7 Superintendent's discretion.  
8

9 **ARTICLE 23 - EXTENDED LEAVES OF ABSENCE**

10  
11 A. An educational leave of absence without pay for up to one (1) year may be  
12 granted to one (1) continuing contract teacher. Applications for such leave  
13 must be made in writing by the last day in April of the year preceding the  
14 school year in which such leave will be taken.

15  
16 Such leave shall be counted as teaching experience.

17  
18 Any teacher taking a leave of absence under this section shall be guaranteed  
19 a teaching position in the system upon his/her return.  
20

21 B. Teachers desiring to take sabbatical leave for educational or other purposes  
22 may choose one of the following options:

23  
24 1. work 2 years @ one-half (1/2) pay ---- third year off at full pay.

25  
26 2. work 3 years @ two-thirds (2/3) pay ---- fourth year off at full pay.

27  
28 3. work 4 years @ three-fourths (3/4) pay ---- fifth year off at full pay.

29  
30 4. work 5 years @ four-fifths (4/5) pay ---- sixth year off at full pay.

31  
32 a. A teacher must have taught at least seven (7) years in the  
33 Greenville School System to qualify and may not request  
34 sabbatical leave for at least seven (7) years after taking a  
35 sabbatical under this Section.

36  
37 b. If a teacher decides not to return following the sabbatical he/she  
38 must notify the Committee by January 15<sup>th</sup> of the sabbatical  
39 year.

- 1
- 2 c. Salary during the sabbatical year will be paid according to the
- 3 needs of the teacher but in no case will create an unreasonable
- 4 adjustment in normal payroll procedures.
- 5
- 6 d. Teachers desiring to receive salary step credit for the leave
- 7 period must demonstrate to the Committee that the leave will be
- 8 educational and of benefit to the school system.
- 9
- 10 e. The Committee agrees to maintain the teacher's position and
- 11 benefits, subject to the provisions of this Agreement, for the
- 12 one (1) year period that the teacher is on sabbatical.
- 13
- 14 f. If the situation should arise that the Committee finds it
- 15 impossible to reasonably cover a teacher or teachers intending
- 16 to be on sabbatical leave, a committee consisting of the
- 17 Committee Chair and one other Committee member appointed
- 18 by the Chair, and two impartial Association members chosen by
- 19 the Association will consider the problem and recommend
- 20 possible solutions.
- 21

- 22 C. Other extended leaves, with or without pay, may be granted by the
- 23 Committee, at its discretion and upon the Superintendent's recommendation,
- 24 under such terms and conditions as it may deem appropriate. The granting or
- 25 refusal to grant such leave shall not be subject to the grievance procedure.
- 26

27 **ARTICLE 24 - RETIREMENT OR SEPARATION OF SERVICE**

28

29 A. Voluntary Separation of Service

30

31 Upon leaving the Greenville School System voluntarily, any teacher having

32 taught at least ten (10) consecutive years in the Greenville School System

33 will be paid at the current substitute rate per day for each accumulated sick

34 leave day beyond ninety (90) days, to a maximum of forty (40) days.

35

36 A teacher must provide sixty (60) calendar days advance written notice of

37 his/her intent to sever his/her employment with the Greenville School

38 Department.

39

1 In the event severance is due to a serious personal or family illness, the  
2 employee must give thirty (30) calendar days advance written notice.

3  
4 Payment will be received in the teacher's last paycheck from the  
5 Greenville School Department.

6  
7 **B. Retirement**

8  
9 Retirement is defined as separation from employment of the teacher who is  
10 eligible to immediately receive Maine Public Employees Retirement System  
11 Service retirement benefits, when the teacher intends to permanently cease  
12 employment in the teaching profession.

13  
14 One (1) of the following options (1 or 2) may be chosen by teachers  
15 retiring:

- 16  
17 1. Upon leaving the Greenville School System for retirement, any  
18 teacher having taught at least ten (10) consecutive years in the  
19 Greenville School Department will be paid at the current substitute  
20 rate per day for each accumulated sick leave day beyond ninety (90)  
21 days, to a maximum of forty (40) days. Such payment will be received  
22 in the teacher's last paycheck from the Greenville School Department.  
23  
24 2. Upon leaving the Greenville School System for retirement, any  
25 teacher having taught at least ten (10) consecutive years in the  
26 Greenville School Department will be paid a per diem rate (salary  
27 divided by the number of days in the final year) for up to thirty (30)  
28 days of unused sick leave days beyond 130 accumulated sick leave  
29 days. Pay will be included in the teacher's final paycheck during  
30 his/her final year.

31  
32 **C. Notice Provisions for Retirement**

- 33  
34 1. Traditional Retirement: Teachers intending to retire at the end of the  
35 contract year must provide, to the Committee, written notice of their  
36 intent to retire by April 15<sup>th</sup> of the retirement year.  
37  
38 2. Mid-year Retirement: Teachers intending to retire during mid-year  
39 must provide, to the Committee, written notice of their intent to retire,

1 one-hundred twenty (120) calendar days prior to the date of  
2 retirement.

3  
4 3. Retirement due to Serious Personal or Family Illness: Teachers  
5 choosing to retire due to serious personal or family illness must  
6 provide, to the Committee, written notice of their intent to retire thirty  
7 (30) calendar days prior to the date of retirement.

8  
9 4. Career Change Retirement: Teachers intending to retire to take  
10 advantage of an unplanned, unanticipated, time limited job  
11 opportunity outside of education must provide to the Committee at  
12 least thirty (30) calendar days written notice of their intent to retire  
13 prior to the date of retirement and provide written verification of the  
14 job opportunity.

15  
16 D. In the event that a teacher should die and would otherwise have qualified for  
17 either of option Section A or Section B1 or Section B2, then the Committee  
18 agrees to pay the teacher's beneficiary those benefits to which he/she would  
19 be entitled.

20  
21 E. In the event that a teacher leaves his/her position through ARTICLE 27 -  
22 Reduction in Force provisions and thereby chooses to retire, the Committee  
23 agrees to pay those benefits that he/she would otherwise be entitled to in  
24 either Section B1 or Section B2 above.

25  
26 In the event that funds are not available to pay these benefits in the budget  
27 year in which the Reduction in Force is made, the payment may be deferred  
28 until the first pay date in July.

29  
30 F. The provisions set forth in Section A and Section B1 shall be implemented  
31 only if the Greenville School Department is not responsible for any  
32 assessment by the Maine Public Employees Retirement System due to  
33 payments being categorized as early retirement incentives.

34  
35 G. Notice of intent to retire or separate from service shall be irrevocable unless  
36 mutually agreed upon by the Committee and the Association.

1 **ARTICLE 25 - INSURANCE PROTECTION**

2  
3 A. Health

4  
5 The Committee will make available health insurance coverage through MEA  
6 Blue Cross/Blue Shield Option 2.

7  
8 The Committee will pay the following:

9	Single	100% of premium for Choice +
	Adult w/ Child	75% of premium for Choice +
	Two Person	75% of premium for Choice +
	Family	75% of premium for Choice +

10  
11 Committee contributions for coverage greater than single shall be  
12 determined by marital status and dependents thereof.

13  
14 For a couple who are both employed by the Greenville School Department  
15 the Committee shall contribute 100% of the cost of the premium at the  
16 Choice + plan for the option in which the couple or any dependents are  
17 enrolled.

18  
19 B. Teachers who are covered under both ESP and Teacher Collective  
20 Bargaining Agreements

21  
22 A teacher who is employed and/or covered under both the Support Staff  
23 Agreement and the Teacher Agreement, whose total regularly scheduled  
24 hours in both bargaining units constitutes one half (1/2) day or more, shall  
25 be entitled to the same benefits afforded under the Agreement in which  
26 he/she is working the majority of the time, with the level of benefits  
27 determined by the total hours worked in both bargaining units.

28  
29 In the event of equal time under both Agreements, the teacher may elect  
30 coverage under either Agreement.

31  
32 C. Dental

33  
34 The Committee will pay full dental insurance coverage through MEA - Delta  
35 Dental Plan V at the single subscriber rate.

1  
2 D. Dependent Care Reimbursement Account  
3

- 4 1. In order to enable employees to use pretax dollars to pay eligible  
5 dependent care expenses not covered by insurance, the Committee  
6 agrees to make available a Dependent Care Reimbursement Account.  
7  
8 2. The Dependent Care Reimbursement Account will be set up in  
9 conformity with and will adhere to the provisions of Section 125 and  
10 Section 129 of the Internal Revenue Code.  
11  
12 3. Annually, not more than sixty (60) days or less than thirty (30) days  
13 prior to the beginning of the next plan year, each teacher will be  
14 notified of the opportunity to elect to make changes in the amount of  
15 income that is to be deposited to the Dependent Care Reimbursement  
16 Account.  
17  
18 4. Any third party administrative cost shall be paid by the participating  
19 teacher(s).  
20

21 **ARTICLE 26 - TRANSFERS AND REASSIGNMENTS**  
22

23 A. Involuntary Transfers and Reassignments  
24

- 25 1. When an involuntary transfer or reassignment is deemed by the  
26 Superintendent to be desirable and in the best interests of the  
27 educational system, the determination of the teacher to be transferred  
28 or reassigned shall be made on the basis of the qualifications of the  
29 teacher in comparison to other teachers available, the value of his/her  
30 present contribution compared with the possible value in the new  
31 position, and the length of his/her service in the Greenville School  
32 Department.  
33

34 The instructional requirements and the best interests of the school  
35 system shall be preserved as determined by the Committee.  
36

37 No vacancy shall be filled by means of involuntary transfer or  
38 reassignment if there is a qualified volunteer available to fill the  
39 position.

1  
2 The Superintendent shall provide any teacher involuntarily transferred  
3 or reassigned, specific reasons, in writing, for the involuntary transfer  
4 or reassignment within five (5) days of the Superintendent's decision  
5 to take such action and prior to the new assignment or transfer taking  
6 effect, and the Superintendent shall also meet within five (5) days  
7 with the affected teacher who may have a representative of the  
8 Association with him/her.

- 9  
10 2. A teacher being involuntarily transferred or reassigned from his/her  
11 present position shall have preference over those teachers seeking  
12 voluntary transfer or reassignment, in regard to choice between those  
13 positions which are vacant, provided said teacher is equally suited to a  
14 vacant position as determined by the Superintendent.

15  
16 B. Emergency Reassignment

- 17  
18 1. The Committee will make a reassignment under this provision only in  
19 case of an emergency to prevent undue disruption of the instructional  
20 program.  
21  
22 2. The Superintendent shall notify the affected teacher of the reason of  
23 such reassignment, in writing, and a meeting will be arranged at the  
24 request of the teacher. The teacher may, at his/her option, have an  
25 Association representative present at said meeting.  
26

27 **ARTICLE 27 - REDUCTION IN FORCE**

28  
29 A. Determiners for Reduction in Force for teachers hired for school years prior  
30 to 2003-2004

31  
32 In the event that it becomes necessary to reduce the teaching staff (whose  
33 latest date of hire was for the 2002-2003 school year and before), the  
34 following factors will be used, in the given order, as the determining criteria  
35 for retention. The overriding consideration is that those staff members with  
36 the most seniority will be retained, in preference to less senior members,  
37 provided they possess the necessary certification, unless or until the laws of  
38 the State of Maine require otherwise.  
39



1           1.    Seniority within the Greenville School System

2  
3           a.    Based on most recent continuous service within the Greenville  
4           School Department.

5  
6           2.    Teacher Effectiveness Rating

7  
8           a.    Based on the effectiveness rating of the teacher pursuant to  
9           Chapter 508 of Title 20-A M.R.S.A. at the time of its  
10          implementation.

11  
12          3.    Certifications

13  
14          a.    Based on certifications and endorsement areas held at the time  
15          that the Reduction in Force is being implemented.

16  
17          4.    Experience

18  
19          a.    Based on total teaching experience whether in or out of the  
20          Greenville School Department. This factor is to be used if two  
21          or more teachers have equal seniority in subsection 1 above.  
22          Should two or more teachers still be equal seniority-wise, then  
23          the one with the earliest date of hire shall be considered most  
24          senior.

25  
26    B.    Determiners for Reduction in Force for teachers hired for school years 2003-  
27    2004 and after

28  
29    In the event that it becomes necessary to reduce the teaching staff (whose  
30    latest date of hire was for school years 2003-2004 and beyond), the  
31    following factors will be used, in the given order, as the determining criteria  
32    for retention. The overriding consideration is that those staff members with  
33    the most seniority will be retained, in preference to less senior members,  
34    provided they possess the necessary certification and have taught in the  
35    effected impact area.

36  
37    1.    Seniority within impact areas within the Greenville School System

38  
39    a.    The impact areas will be:  
40

1 (1) Elementary School (Grades K-5)

2  
3 (2) Middle School (Grades 6-8)

4  
5 (3) High School (Grades 9-12)

6  
7 b. A teacher's total seniority in the Greenville School Department,  
8 since his/her latest date of hire will be considered as the total  
9 seniority in each impact area he/she has taught in since his/her  
10 latest date of hire in the Greenville School Department.

11  
12 2. Teacher Effectiveness Rating

13  
14 a. Based on the effectiveness rating of the teacher pursuant to  
15 Chapter 508 of Title 20-A M.R.S.A. at the time of its  
16 implementation.

17  
18 3. Certifications

19  
20 a. Based on certifications and endorsement areas held at the time  
21 that the Reduction in Force is being implemented.

22  
23 4. Experience

24  
25 a. Based on total teaching experience whether in or out of the  
26 Greenville School Department. This factor is to be used if two  
27 or more teachers have equal seniority in subsection 1 above.  
28 Should two or more teachers still be equal seniority-wise, then  
29 the one with the earliest date of hire shall be considered most  
30 senior.

31  
32 C. Seniority Accumulation

33  
34 1. Seniority accrued within the Greenville School System prior to 1  
35 September 2003 will be “grandfathered.”

36  
37 2. All teachers, beginning 1 September 2003 will accumulate seniority  
38 based on full or part time status.

1 a. Full-time teachers will accumulate one (1) year of seniority for  
2 each full year of teaching.

3  
4 b. Part-time teachers will accumulate partial years of seniority  
5 based on the portion of the school year taught.  
6

7 Example 1. If a teacher taught two (2) periods a day for a full  
8 year then he/she would accumulate (0.33333) year  
9 of seniority for that year.  
10

11 Example 2. If a teacher taught three (3) periods a day for a full  
12 year then he/she would accumulate (0.50000) year  
13 of seniority for that year.  
14

15 Example 3. If a teacher taught full time for one (1) quarter of  
16 the year then he/she would accumulate (0.25000)  
17 year of seniority for that year.  
18

19 Example 4. If a teacher taught half time for one-third of a year  
20 then he/she would accumulate times (0.16666)  
21 year of seniority for that year.  
22

23 D. Seniority Lists  
24

25 1. Seniority lists shall be posted in each building by December 1<sup>st</sup> of  
26 each year. Such lists are subject to additions, deletions, and  
27 corrections. Within ten (10) working days after the posting of the  
28 seniority list, the Association President or designee shall notify the  
29 Superintendent in writing if there is a disagreement with the seniority  
30 list. The Superintendent and the Representative of the Association  
31 shall meet within five (5) working days to resolve any disagreement.  
32 Absent agreement, a grievance may be filed pursuant to the grievance  
33 procedure.  
34

35 2. Included next to each staff member's name will be his/her current  
36 certification areas and his/her total teaching experience.  
37  
38  
39  
40

1 E. Recall

- 2
- 3 1. The recall of any teacher on a continuing contract shall be handled in
- 4 reverse order of lay off.
- 5
- 6 2. The right to recall shall exist for two (2) years.
- 7
- 8 3. No teacher shall be compelled to accept a position that he/she does not
- 9 desire. Once a position has been refused, that individual forfeits
- 10 his/her recall rights to that position but retains recall rights for future
- 11 position openings, provided his/her recall period has not expired.
- 12
- 13 4. Upon recall, all previously earned benefits shall be restored to the
- 14 teacher.
- 15

16 F. Miscellaneous

- 17
- 18 1. While on layoff, a teacher may, subject to approval by the insurance
- 19 company, elect to continue medical and/or dental coverage provided
- 20 the teacher assumes full costs and forwards payment to the
- 21 Superintendent's Office prior to the date that payment must be
- 22 forwarded to the insurance company. The teacher shall be responsible
- 23 for ascertaining the date and proper method of payment.
- 24
- 25 2. After notice and discussion with the Superintendent, a teacher who is
- 26 RIF-ed shall be granted up to three (3) days leave of absence with pay
- 27 when the teacher's presence is required to apply or interview for other
- 28 employment positions.
- 29

30 **ARTICLE 28 - DUES CHECK-OFF**

- 31
- 32 A. The Committee agrees to deduct from the teachers' salaries in twenty (20)
- 33 equal installments, money for Local, State, and/or National Association dues
- 34 as said teachers individually and voluntarily authorize the Committee to
- 35 deduct. Monies so deducted will be transmitted to the Association Treasurer.
- 36 A teacher may pay unified dues in one payment if he/she desires.
- 37
- 38 B. The Association shall certify to the Committee, in writing, the annual rate of
- 39 local, state, and national dues.

1  
2 C. The Association shall indemnify and hold harmless the Committee and its  
3 employees or agents for all claims or suits of any nature which arise by  
4 reason of said dues, deductions, and the sending of the same to the  
5 Association.  
6

7 **ARTICLE 29 - MISCELLANEOUS PROVISIONS**

8  
9 A. Copies of this Agreement shall be available to teachers on the District's in-  
10 house computer network and a hard copy is available to any teacher upon  
11 request to the Superintendent's office.  
12

13 B. Whenever any notice is required to be given by either of the parties to this  
14 Agreement, pursuant to the provisions of this Agreement, written  
15 notification will be sent as follows:  
16

17 1. If by the Association: to the Committee Secretary and a copy to the  
18 Committee Chair.  
19

20 2. If by the Committee: to the Association President, and a copy to the  
21 Association Secretary and the Chief Negotiator for the Association.  
22

23 C. An individual contract between the Committee and an individual teacher  
24 shall be subject to and consistent with the terms and conditions of this  
25 Agreement. If an individual contract contains any language inconsistent with  
26 this Agreement, this Agreement, during its duration, shall be controlling.  
27

28 D. Both parties agree that this Agreement is the entire Agreement and  
29 terminates all prior agreements or understandings. It is further understood  
30 that either party to this Agreement may re-negotiate any part of the  
31 Agreement or negotiate new wording as long as both parties mutually agree  
32 to do so.  
33

34 E. Whenever the Committee adopts a change in educational policy, the impact  
35 on the working conditions of the teachers which results from the adoption of  
36 the educational policy will be negotiated and will be retroactive to the date  
37 that the change in educational policy was implemented.  
38

1 F. Conditions and benefits of employment for employees shall be maintained  
2 during the term of this Agreement, at no less than the level in effect at the  
3 time of the effective date of this Agreement, unless modified by a specific  
4 provision of this Agreement.

5  
6 G. This Agreement shall not be modified in whole or in part by the parties  
7 except by an instrument in writing duly executed by both parties.  
8

9 **ARTICLE 30 - ANNUAL AGREEMENT REVIEW**

10  
11 A. Upon written request by either party, the Committee, Administration and an  
12 Association delegation will organize a meeting to be held on or before thirty  
13 (30) days from receipt of the request for the purpose of reviewing this  
14 Collective Bargaining Agreement, in its entirety. New Committee members,  
15 new administrators and new teachers will be strongly encouraged to attend  
16 by their respective organizations or by the Superintendent if the teacher does  
17 not belong to the Association.  
18

19 B. The intent of this Article is to educate new teachers, administrators, and  
20 Committee members so there will be a common understanding of the terms  
21 of this Collective Bargaining Agreement and to reduce the conflict that  
22 arises when that common understanding does not exist.  
23

24 **ARTICLE 31 - SEPARABILITY AND SAVINGS**

25  
26 A. If any provision of this Agreement or any application of this Agreement to  
27 any teacher or group of teachers is held to be contrary to law, then such  
28 provision or application shall not be deemed valid and subsisting, except to  
29 the extent permitted by law, but all other provisions or applications shall  
30 continue in full force and effect.

31 **ARTICLE 32 - RATIFICATION BY BOTH PARTIES**

32  
33 A. Agreements made by and between the negotiations committees of the parties  
34 shall be subject to confirmation and ratification by the Committee and the  
35 Association.  
36

1 **ARTICLE 33 - DURATION OF AGREEMENT**

2  
3 A. This Agreement shall be effective as of September 1, 2017, and shall  
4 continue in effect until August 31, 2018, subject to the Association's right to  
5 negotiate over a successor Agreement as provided in ARTICLE 2 -  
6 Negotiation Procedure.

7  
8 Pursuant to 26 M.R.S.A. 964-A, the static status quo of the terms of this  
9 Agreement shall continue including the grievance procedures until such time  
10 as the successor collective bargaining agreement has been ratified.

11  
12 In Witness whereof, the parties hereto have caused this Agreement to be signed by  
13 their authorized representatives.

14  
15 GREENVILLE EDUCATION GREENVILLE SCHOOL  
16 ASSOCIATION COMMITTEE

17  
18 By \_\_\_\_\_ By \_\_\_\_\_  
19 Chief Negotiator Superintendent

20  
21 By \_\_\_\_\_ By \_\_\_\_\_  
22 Co-President Chair

23  
24 By \_\_\_\_\_ By \_\_\_\_\_  
25 Co-President Vice-Chair

26  
27  
28 Dated this day \_\_\_\_ of \_\_\_\_\_, 2017  
29

**APPENDIX A  
2017-2018 TEACHER SALARIES**

Ghost Base: \$34,286

<b>STEPS</b>	<b>BA</b>	<b>BA +15</b>	<b>MA</b>	<b>MA +30 CAS</b>	<b>PhD</b>
0	\$37,713	\$39,428	\$42,685	\$46,113	\$47,827
1	\$37,713	\$39,428	\$42,685	\$46,113	\$47,827
2	\$37,713	\$39,428	\$42,685	\$46,113	\$47,827
3	\$39,428	\$41,142	\$44,399	\$47,828	\$49,542
4	\$41,142	\$42,856	\$46,113	\$49,542	\$51,256
5	\$42,856	\$44,571	\$47,828	\$51,256	\$52,970
6	\$44,571	\$46,285	\$49,542	\$52,970	\$54,685
7	\$46,285	\$47,999	\$51,256	\$54,685	\$56,399
8	\$47,999	\$49,714	\$52,971	\$56,399	\$58,114
9	\$49,714	\$51,428	\$54,685	\$58,113	\$59,827
10	\$51,428	\$53,142	\$56,399	\$59,827	\$61,541
11	\$53,142	\$54,857	\$58,114	\$61,541	\$63,256
12	\$54,857	\$56,571	\$59,827	\$63,256	\$64,970
13	\$56,571	\$58,284	\$61,541	\$64,970	\$66,684
14	\$58,284	\$59,999	\$63,256	\$66,684	\$68,399
15	\$59,999	\$61,713	\$64,970	\$68,399	\$70,113
16	\$59,999	\$61,713	\$64,970	\$68,399	\$70,113
17	\$59,999	\$61,713	\$64,970	\$68,399	\$70,113
18	\$59,999	\$61,713	\$64,970	\$68,399	\$70,113
19	\$59,999	\$61,713	\$64,970	\$68,399	\$70,113
20	\$61,713	\$63,427	\$66,684	\$70,113	\$71,827
21	\$61,713	\$63,427	\$66,684	\$70,113	\$71,827
22	\$61,713	\$63,427	\$66,684	\$70,113	\$71,827
23	\$61,713	\$63,427	\$66,684	\$70,113	\$71,827
24	\$61,713	\$63,427	\$66,684	\$70,113	\$71,827
25	\$63,427	\$65,142	\$68,399	\$71,827	\$73,542

Teachers employed during the 2004-2005 school year who obtained one of the following salary degree columns are to be paid the additional dollars in addition to the BA salary degree column as follows:

<b>BA +30</b>	<b>\$</b>	<b>3,429</b>
<b>BA +45</b>	<b>\$</b>	<b>5,143</b>
<b>BA +60</b>	<b>\$</b>	<b>6,856</b>
<b>MA +15</b>	<b>\$</b>	<b>6,686</b>

Longevity:  
20/30 yrs : \$1,714.00



**APPENDIX B  
EXTRACURRICULAR COMPENSATION SCHEDULE  
2017-18**

Activity	Hour Range	Factors	Factors			Low	High
		T & R	(T&R)	Times	Base		
Varsity Boys Basketball	321-360	8+5=13	13%	X	\$30,857	\$4,011	\$5,174
JV Boys Basketball	241-280	6+3=9	9%	X	\$30,857	\$2,777	\$3,582
Varsity Girls Basketball	321-360	8+5=13	13%	X	\$30,857	\$4,011	\$5,174
JV Girls Basketball	241-280	6+3=9	9%	X	\$30,857	\$2,777	\$3,582
MS Girls A Basketball	161-200	4+3=7	7%	X	\$30,857	\$2,159	\$2,786
MS Boys A Basketball	161-200	4+3=7	7%	X	\$30,857	\$2,159	\$2,786
MS Girls B Basketball	121-160	3+3=6	6%	X	\$30,857	\$1,851	\$2,388
MS Boys B Basketball	121-160	3+3=6	6%	X	\$30,857	\$1,851	\$2,388
Varsity Girls Soccer	201-240	5+4=9	9%	X	\$30,857	\$2,777	\$3,582
Varsity Boys Soccer	201-240	5+4=9	9%	X	\$30,857	\$2,777	\$3,582
MS Girls Soccer	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
MS Boys Soccer	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
Cross Country	161-200	4+4=8	8%	X	\$30,857	\$2,468	\$3,184
Cheer Leading	201-240	5+3=8	8%	X	\$30,857	\$2,468	\$3,184
Varsity Baseball	161-200	4+4=8	8%	X	\$30,857	\$2,468	\$3,184
Varsity Softball	161-200	4+4=8	8%	X	\$30,857	\$2,468	\$3,184
MS Baseball	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
MS Softball	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
Boys Track	161-200	4+4=8	8%	X	\$30,857	\$2,468	\$3,184
Girls Track	161-200	4+4=8	8%	X	\$30,857	\$2,468	\$3,184
Ski Team	281-320	7+4=11	11%	X	\$30,857	\$3,394	\$4,379
HS Student Council	121-160	3+2=5	5%	X	\$30,857	\$1,543	\$1,990
MS Student Council	81-120	2+1=3	3%	X	\$30,857	\$926	\$1,194
Computer Club	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
Student Activities Advisor	81-120	2+5=7	7%	X	\$30,857	\$2,159	\$2,786
School Play	81-120	2+2=4	4%	X	\$30,857	\$1,234	\$1,592
Senior Advisor	81-120	2+2=4	4%	X	\$30,857	\$1,234	\$1,592
French Club	81-120	2+1=3	3%	X	\$30,857	\$926	\$1,194
Science Club	81-120	2+1=3	3%	X	\$30,857	\$926	\$1,194
Band	201-240	5+3=8	8%	X	\$30,857	\$2,468	\$3,184
Yearbook ****	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
Golf	41-80	1+3=4	4%	X	\$30,857	\$1,234	\$1,592
School Musical	161-200	4+3=7	7%	X	\$30,857	\$2,159	\$2,786
Math Team	81-120	2+3=5	5%	X	\$30,857	\$1,543	\$1,990
Spanish Club	81-120	1+2=3	3%	X	\$30,857	\$926	\$1,194

Junior Advisor	1-40	.5+2=2.5	3%	X	\$30,857	\$926	\$1,194
MS Math Club	41-80	1+2=3	3%	X	\$30,857	\$926	\$1,194
Certification Team Members (each)	41-80	1+3=4	4%	X	\$30,857	\$1,234	\$1,592
Key Club	161-200	4+3=7	7%	X	\$30,857	\$2,159	\$2,786
Freshmen Advisor	1-40	.5+1=1.5	1.5%	X	\$30,857	\$463	\$597
Sophomore Advisor	1-40	.5+1=1.5	1.5%	X	\$30,857	\$463	\$597

\*\*\*\* If support staff, code the way they are coded in the regular position.

## APPENDIX C

### GRIEVANCE FORM

Date of Filing:

Stage:

1. Principal \_\_\_\_\_
2. Superintendent : \_\_\_\_\_
3. Board \_\_\_\_\_
4. Arbitration \_\_\_\_\_

Grievant:

Position:

**I. Contract provision allegedly violated (Identify Article, Section, Sub-section, and quote pertinent contract language:**

**II. Time, date, place of occurrence:**

**III. Statement of grievance (Include events and conditions of the grievance and persons responsible.**

**IV. Redress sought:**

**V. Signatures:** \_\_\_\_\_ Date: \_\_\_\_\_

Grievant

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

Grievance Comm. Chair

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

GEA Co-President

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

GEA Co-President

**VI. Response:**

Date	Signed	Position
------	--------	----------

#### Applicable Statements

\_\_\_\_\_ I hereby accept the above determination.

\_\_\_\_\_ I hereby decline the above determination.

\_\_\_\_\_ I intend to process the Grievance to the next stage.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**APPENDIX D**  
Greenville Payroll Correction Notification Form

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Payroll Correction #: \_\_\_\_\_ Payroll number to be corrected: \_\_\_\_\_

Description of correction: \_\_\_\_\_

\_\_\_\_\_

Amount of overpayment: \_\_\_\_\_ Amount of underpayment: \_\_\_\_\_

Repayment choice: \_\_\_ deduct from payroll \_\_\_ personal check \_\_\_ dispute

Notification Signature:

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

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

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

Notes (if this adjustment is in dispute, please provide information and reasoning as to why the adjustment is inaccurate and the superintendent will further investigate the dispute and provide written follow-up before a payroll change is made):

Attach any information to support this correction