

**COLLECTIVE BARGAINING**

**AGREEMENT BETWEEN THE**

**THE ELLSWORTH SCHOOL DEPARTMENT**

**AND**

**THE ELLSWORTH EDUCATION ASSOCIATION**

**-SPECIALTY UNIT-**

**FOR**

**SEPTEMBER 1, 2025 – AUGUST 31, 2028**

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## ARTICLE I

### DEFINITIONS

The following words shall have the meanings indicated below, except when the context in which they are used clearly requires another meaning, and/or except when otherwise specifically indicated:

ACC - Advanced Clinical Certification

ADMINISTRATION - The Superintendent, Assistant Superintendent, any BA, Director of Curriculum and Assessment, Adult Education, Special Education, and Guidance, or any other person whom the Superintendent designates to act for him/her in any particular situation or class of situations.

BA- Building Administrator- any ESD Building Principal, Clinical Supervisor and/or the Director of Hancock County Technical Center (HCTC), or any other person who the Superintendent designates to act for him/her in any particular situation or class of situations.

CAS - Certificate of Advanced Studies.

DAYs- Working school days

EEA - The Ellsworth Education Association

ESB - The Ellsworth School Board.

ESD - The Ellsworth School Department

IMMEDIATE FAMILY - Immediate household or a member of the family (spouse, domestic partner, parents, grandparents, brothers, sisters, foster children, children of household residents, whether in-law or step-relationships, grandchildren)

MDOE- Maine Department of Education

MEA/NEA- Maine Education Association/National Education Association.

PER DIEM- The specialist contract salary divided by the number of contract days.

SUPERINTENDENT- The Superintendent of Schools of the ESD or any other person whom the Superintendent designates to act for him/her in any particular situation or class of actions.

## ARTICLE II RECOGNITION

The ESB recognizes the EEA, an affiliate of MEA/NEA, as the sole and exclusive bargaining agent for all Specialty positions. A Specialist is defined as Social Worker (LCPC, LCSW), 504 Case Manager, Physical Therapist, Occupational Therapist, Speech-Language Pathologist, Educational Psychologist, Registered Nurse, and Interpreter and is not a temporary, seasonal, or on-call employee

## ARTICLE III

### CALENDAR, HOURS, ASSIGNMENTS, REASSIGNMENTS, SALARY PAYMENT

#### **Length of School Year, work week, work expectations and Caseload**

A.

1. The length of the work year shall not exceed one hundred eighty-three (183) days.
2. Specialists may be requested to perform summer work for specified staff development purposes. Any employee agreeing to work additional days will be paid at their per diem rate. Per diem rate of pay will be calculated based upon length of work year.
3. The ESB will meet and consult with regard to the school calendar for the subsequent school year.
4. The day before Thanksgiving is an exchange day to compensate for the two afternoons/evenings that equate to 7.5 hours. Staff will be given 30 minutes for dinner. This counts as one of the Specialist's 183 days. These two scheduled afternoon/evening days will be determined by the start of the school year.

B. The work year for employees will begin no earlier than one week before the start of the school year. All unused storm days shall be dropped from the calendar near the end of the year.

C. Specialists shall have a twenty (20) minute duty-free lunch period except in cases of emergency as mutually determined by the principal/supervisor and specialist.

D. As professionals, specialists shall devote to their assignment the time necessary to meet their responsibilities. It is agreed that the specialist's usual work day shall consist of the student day plus forty-five minutes. On a case by case basis and by mutual agreement between the BA and the specialist, the specialist workday may begin and end at any time during the day as long as the total specialist workday is not exceeded.

- a. Specialists will attend staff meetings in their building. In the event a specialist works in multiple buildings the specialist will work with admin to determine which is more appropriate to attend.
- b. In the event of a pandemic or other urgent event that mandates nursing to routinely work 4 hours a week over the defined work day for more than 2 consecutive weeks, the time will be tracked and paid at a prorated per diem rate."

E. Prep and Planning:

Specialist who do not receive at least 150 minutes for planning, charting, documenting and developing programs for students needs per week free of other assignments or activities shall each receive one-fifth (1/5) his/her per diem rate for each 30 minutes, or portion thereof, that his/her planning time is reduced by, for the additional preparation and planning which will have to be performed outside the normal day. The parties agree no duties will be assigned to specialists during the student day except in extenuating circumstances.

F. Student Caseload:

The parties agree to Labor- management meetings as needed. The meetings will discuss staff and management concerns, health and safety issues, supplies etc. The Superintendent will create a google doc agenda, to be shared with the Association. Each party can add agenda items to the list up to 24 hours before each scheduled meeting.

G. Sub Pool List:

Due to the anticipated increased demand for specialist services/enrollment, the district agrees to establish a qualified sub list for each specialist job category.

H. Annual salaries shall normally be paid in twenty-six (26) installments. The Superintendent's Office must be notified no later than May 1st if a lump-sum payment for installments scheduled over summer vacation is desired. Justifiable emergency requests occurring after May 1 will be honored when budget constraints allow.

I. Notification of Employment Status:

Upon completion of the two-year probationary term, Employees shall be notified in writing by the Superintendent of his/her assignment for the ensuing year by May 14th.

J. Specialists who are Service Providers as well as Special Education case managers will receive a \$1500 stipend to complete necessary paperwork.

K. The Interpreter will be required to perform duties including but not limited to: direct ASL interpretation services and consultation with school staff and students' parents when requested/appropriate, attendance at IEP meetings as requested, and written reports when requested, as well as other duties as assigned by the Director of Special Education.

## ARTICLE IV EVALUATION

All evaluations shall be conducted by the appropriate supervisor.

All monitoring and/or observation of the work and/or performance of an employee shall be conducted openly and with the knowledge of the specialist. Evaluation tools/rubric will be developed between the employee and their immediate supervisor. This provision does not limit the evaluator to include as part of a written evaluation report, observations of work or activities of the employee resulting from normal day to day interactions and operations.

## ARTICLE V INSURANCE

- A. For the term of this Agreement, the ESB agrees to contribute for the benefit of each employee desiring coverage 100% of the MEA Benefits Trust's Choice Plus health plan for Single Person. The District agrees to pay 82% of the MEA Benefits Trust's Choice Plus health plan for Two Person, Adult with Child or Full Family coverage. The ESB shall not be responsible for any changes in benefits, program changes, or administrative cost changes made by the insurance vendor.
- B. An employee may elect to participate in the MEA Standard health plan and shall pay the difference in the monthly cost. An employee may elect to participate in the Standard 500 or Standard 1000 health plan at no additional cost to the ESD.
- C. The employer of an Ellsworth employee spouse, who wishes to pay the difference between either "Family and Adult Plus Child (ren)", or "Two Person" and "Single" coverage, may do so at the ESB's discretion, whose decision is final and not grievable.
- D. Notwithstanding the above, the following exceptions shall apply:
  1. Employees married to each other will receive only one plan which meets their needs, except as provided below.
  2. The spouse of an employee shall be eligible for coverage by the ESB only if the spouse is not eligible for health insurance coverage through his/her employer. If the spouse of an employee is eligible for health insurance coverage through his/her employer, then one of the following shall apply:
    - a. If the spouse is eligible for health insurance coverage (whether through direct premium payment, cafeteria plan benefits, cash allowance or otherwise) at no cost, the maximum health insurance premium paid by the

ESB to which an employee shall be entitled shall be the applicable adult with child or children premium.

- b. If the spouse is eligible for health insurance coverage through his/her employer as set forth above but must pay a portion of the cost of said insurance in order to obtain it, the maximum health insurance premium to which an employee shall be entitled shall be the applicable adult with child or children premium. The ESD shall, in addition, reimburse the employee for that portion of the health insurance coverage for his or her spouse required to be paid by the spouse. However, any such reimbursements shall be made only upon presentation, within ninety (90) days after the premium cost is incurred by the spouse, of a properly authenticated receipt substantiating that payment has been made. The yearly increase in reimbursement shall not exceed the percentage increase in the ESD's contribution to a two-person or family plan as provided in Section A above except that the employee's total contribution toward health insurance shall not exceed the amount the employee would contribute if the employee's spouse were covered by the ESD's health insurance plan.
3. To implement the provisions of paragraph D.2 above, as a precondition to receiving any paid health insurance premium for his or her spouse, an employee shall file a certificate with the Superintendent detailing spousal health insurance benefits, and shall provide the Superintendent with timely notification of such changes. Any payments for spousal health insurance found to be improperly made shall be deducted from the employee's next pay check.
4. Exceptions will be made for substantially substandard policies upon mutual agreement.
5. In consideration of realizing reduced costs to the ESD and its employees, the ESD may exercise discretion in considering other payment models where the spouse of an employee is eligible for coverage through their employer or if the employee is eligible for coverage through his/her spouse's employer only if the maximum ESD contribution towards premiums does not exceed the maximum ESD contribution to the ESD family plan. In order to be considered under this Section, both the ESD and the employee must realize costs lower than the costs realized if the provisions of Section D.2.b are applied.

Plans shall be reviewed annually to determine if both the ESD and the employee are realizing costs lower than those realized if the provisions of Section D.2.b are

followed. If either the ESD or the employee have costs higher than they would realize if their insurance payment arrangement was made under the provisions of Section D.2.b, the payment arrangement will automatically revert to the provisions of D.2.b.

Decisions made under this section shall not be precedent setting. The decision of the ESD is final and not grievable.

6. If a married couple is employed by the ESD and elects to participate in the ESD's health insurance program, the married couple shall receive 100% of the premium paid by the ESD for which they are eligible under the Choice Plus health care plan.
- E. Employees who opt out of or decline ESD health insurance coverage and are not eligible for the cash in lieu of provision shall provide the following:
  1. Written attestation that the employee has declined the ESD's coverage
  2. Written evidence that the employee and all other individuals with whom the employee reasonably expects to claim a personal tax exemption for the taxable year(s) that begin or end with the employer's health plan year have or will have minimum essential coverage (other than coverage in the individual market) during the period of coverage.
- F. An employee who does not take any insurance benefit provided by the ESB will be eligible for an annual payment in lieu of an ESB contribution towards health insurance coverage of \$3,500 (less applicable state and federal taxes). In lieu payments will be paid through the regular 26 installments.

An employee who opt to receive the annual payment in lieu of an ESB contribution towards health insurance coverage shall provide the following:

1. Written attestation that the employee has declined the ESD's coverage;
2. Written evidence that the employee and all other individuals with whom the employee reasonably expects to claim a personal tax exemption for the taxable year(s) that begin or end with the employer's health plan year to which the cash in lieu payment applies, have or will have minimum essential coverage (other than coverage in the individual market) during the period of coverage to which the cash in lieu of payment applies; and
3. Written acknowledgement that the cash in lieu of payment will not be made to any employee if the employer knows or has reason to know that

the employee or any other member of the employee's expected tax family does not have (or will not have) the required alternative coverage.

**G. Pre Tax Program**

Any employee contribution to health and/or dental insurance premiums shall be on a pretax basis pursuant to the rules and regulations of the Internal Revenue Service (IRS).

**H. An employee may elect to participate in domestic partner coverage, if offered by the health insurance carrier, and shall pay any additional cost required. To the extent permitted under the ESD's pre-tax program and pursuant to IRS's rules and regulations, any employee contribution may, if authorized in writing by the specialist, be done on a pre-tax basis.**

**I. Dental Insurance**

The District will pay 100% of the highest level single subscriber dental insurance provided by MSMA (additional family members are paid for by the employee).

**ARTICLE VI**  
**LEAVES**

**A. Sick Leave**

1. At the beginning of each contract year, all employees employed shall be entitled to fifteen (15) paid sick leave days each school year accumulating from year to year to an amount not to exceed one hundred-sixty (160) days. If an employee has the maximum of one hundred-sixty (160) sick leave days accumulated, the fifteen (15) sick leave days will be added at the beginning of the contract year for use during the current school year only.
2. Said leave may be used for sickness or disability of the employee or member of the immediate family or qualifying FMLA use. Employees entering or leaving the system during the school year shall have their leave prorated.

**B. Personal Leave:**

Each Specialist will be entitled to use up to five (5) days (40 hours) of personal leave per year without loss of pay, as follows:

1. Approval must be requested from the Superintendent at least three (3) days in advance. In cases of emergency, such approval may be sought retroactively.

2. Leave may be used for any reason and can be scheduled in one (1) hour increments or more in accordance with 26 M.R.S.A. §637. Specialist who request personal leave for emergency purposes may be required to provide a general description of the purpose of the leave and may be required to provide appropriate documentation demonstrating the necessity of using leave when absent for more than three (3) consecutive days or when the Superintendent/designee reasonably believes that the Specialist is using emergency leave for non-emergency purposes.
3. In cases of emergency, sudden necessity, or extreme hardship, the Superintendent may grant additional personal leave days at the Superintendent's discretion on a case-by-case basis. Emergency purposes shall include leave for illness, injury, or other sudden necessity for which the employee does not have advance notice; that is beyond the employee's control to schedule; and that is otherwise unforeseeable. Examples include, but are not limited to, sudden illness or injury; car accident; unanticipated childcare closure; or residential issues such as burst pipes.
4. For purposes of this Article, non-emergency purposes shall include leave for weddings/social events, graduations, vacations, or recreational activities. Employees should continue to work to avoid scheduling planned absences on days before or after holidays or vacations and it is understood that leave requests will be granted on a first come first served basis. In addition, the ESD believes Calendar Approved Professional Learning days to be critical for staff development. Employees should continue to avoid scheduling planned absences on these days as well.
5. Unused personal leave days shall be credited to the Specialist's sick leave accumulation for the following school year, subject to maximum accrual limits.
6. Leave requests may be denied at the discretion of the Superintendent when the absence would result in an undue burden on the District, including days when staff coverage cannot be reasonably obtained.

C. An employee who is unable to work because of personal illness or disability (parental leave) and who has exhausted all leave under Section A may be granted a leave of absence without pay except as provided under the Family and Medical Leave Act for the duration of such illness or disability up to one (1) year.

D. The ESD will pay 0.5% for the premium for Paid Family Medical Leave and specialists will cover the other 0.5%.

E. Additional leave may be requested by the employee of the ESB.

F. Sick Leave Bank

1. Purpose: The sick leave bank is designed to provide income protection for eligible specialists who have exhausted their personal leave, sick leave, and any other available paid leave and who have a serious health condition under the FMLA as determined by the Business Office based on the information provided in the employee's completed FMLA forms. Sick leave bank days are not available for elective surgery that is not medically necessary. Any employee receiving payments under the Worker's Compensation Act will be ineligible for sick leave bank compensation while receiving those benefits. This sick bank will be shared between the EEA and the EEA Specialists Units.
2. Caps on Sick Leave Bank Days:
  - a. Sick leave bank days will carry over from year to year with a cap of no more than 400 days.
  - b. A specialist may be granted up to 30 days for an initial request for leave from the sick leave bank. The specialist can submit a second request with updated medical information for up to 30 additional days of leave from the sick leave bank. However, there is a cap of 60 sick bank days that can be awarded to an employee in a contract year.
  - c. Sick bank days may only be applied to cover actual work days, and will not be granted for holidays, storm days, or any other days for which the specialist might otherwise be paid.
3. Sick Bank Committee:
  - a. The sick leave bank shall be governed by a four-person committee comprised of an Association executive, The Superintendent, a designee of Superintendent, and an EEA member appointed by the Association.
  - b. At least 2 of the 4 members of the committee must approve all leave days from 0-30 days. At least 3 of the 4 members of the committee must approve any leave days from 31-60 days. Any approval from the committee must be based on documented medical need.
  - c. Decision of the sick bank committee shall be final.
4. Eligibility and Enrollment:
  - a. Specialists are eligible to join the sick leave bank upon employment.
  - b. Membership in the sick leave bank is voluntary.
  - c. Specialists will automatically be entered into the sick bank at the start of the year and donate two (2) sick days to the reserve pool. In order to not join the sick leave bank, a specialist must notify the Committee no later than September 30. Failure to contribute to the sick bank before that date will make a specialist ineligible to use the sick bank until the following year.

- d. Specialists must donate a day each subsequent year to continue membership in the sick bank, regardless of whether the sick leave bank cap has been reached.
- e. Specialists may not access the sick leave bank until they have (a) depleted their annual and accumulated sick leave days and (b) depleted all personal or other paid leave.
- f. All days donated to the sick bank become the property of the sick bank and may only be withdrawn in accordance with these contract provisions. Sick bank days cannot be withdrawn by individuals who leave the school system or wish to withdraw membership in the sick leave bank.
- g. Specialists who may qualify for MainePERS or Social Security disability retirement benefits are encouraged to apply for such benefits as soon as possible.
- h. A specialist must agree in writing that if he or she receives disability retirement, he or she will pay back any sick leave bank days used after the effective date of the disability retirement.

5. Sick Leave Bank Administration and Requests

- a. The Business Office shall administer the sick leave bank.
- b. An eligible specialist must make requests for sick leave bank days on an application form maintained in the central office and attached.
- c. Requests for sick leave bank days and all related medical information submitted to the Human Resources Director shall be maintained in a confidential file separate from personnel files.

G. The Board shall provide workers' compensation coverage for all employees. In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his or her accumulated sick leave the difference between the amount of his or her regular pay and the amount that he or she receives pursuant to Workers' Compensation. This difference shall be charged on a pro rata basis to the employee's accumulated sick leave and will cease when said employee's accumulated sick leave is exhausted. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.

H. Time necessary for the appearance in any legal proceeding requested by the ESD shall not be charged to leave days. Any employee called for jury duty shall have deducted from his/her salary the amount of remuneration said employee received from said duty. Other benefits shall not be affected.

I. Bereavement and Funeral Leave

- 1. Bereavement Leave:

Up to ten (10) days of bereavement leave per occurrence will be authorized for death in the immediate family. Additional days may be granted with approval of the Superintendent, whose decision is final and not subject to the grievance procedure.

2. Funeral Leave:

Up to two (2) days per occurrence for funeral leave will be authorized. Funeral leave means other relatives or very close friends. Additional days may be granted with approval of the Superintendent, whose decision is final and not subject to the grievance procedure.

J. On the recommendation of the Superintendent, the ESB may grant employees with seven (7) or more continuous years of service in the ESD up to one year's sabbatical leave for the purpose of enhancing the employee's value to the ESD.

1. An employee on sabbatical leave shall receive a stipend equal to one-half (1/2) his/her contract salary for the approved leave period, with half benefits.
2. Sabbatical leave shall not be granted unless a request for such leave has been received in writing by the Superintendent on or before December 1 of the year preceding the school year in which the employee anticipates being on such leave (see APPENDIX E).
3. The ESB requires any employee, following a sabbatical leave, to return to the ESD for a period of two (2) years, provided that the employee is physically able. Any employee failing to meet this ESB requirement shall pay the ESD the complete amount of the sabbatical stipend that he/she had received.

K. Parental Leave

Disability resulting from pregnancy or childbirth shall be treated like any other disability or illness for the purpose of sick leave. Leaves granted pursuant to these provisions shall be coordinated with the Family Medical Leave Act (FMLA) to the extent allowable by law. Up to twelve (12) weeks of paid parental leave may be taken by the employee with the days from the date of birth being paid from accumulated sick leave days if available. If a physician certifies that the employee is medically unable to return to work at the end of the twelve (12) week period, then each additional medically certified leave day will be treated as sick leave and paid from accumulated sick leave days. Other days related to this leave are categorized as leave without pay.

An employee may request up to 12 months of parental leave with paid leave coming from the employee's sick leave if available.

L. The Association shall be granted two (2) days total each year for the conduct of Association business. The President of the Association shall notify the Building Administrator of the day or days to be utilized under this section and the person or persons who will be utilizing such day(s). Association days utilized under this section shall be with pay.

An employee who has the opportunity to serve as the MEA President may be granted up to a one (1) year leave of absence without pay at the discretion of the Board. The employee shall notify the Board of intent to serve in this capacity in writing. An employee who is on leave under this section will not be advanced on the salary scale or seniority list during the period of leave, will retain eligibility for sabbatical leave, and will be guaranteed the right of re-employment in the same or similar position. Only one person will be permitted this leave in any one year.

M. Military Leave

An employee who is called into temporary active military duty or who must meet an obligation of the United States Reserves or the State of Maine National Guard that cannot be fulfilled on days when school is not in session shall be granted leave in accord with Maine State Law.

N. For each day beyond granted leave days, the employee's pay will be reduced by the number of days for that work year (1/183) of the employee's contract salary.

O. Any employee investigated and found to be misusing granted leave days shall forfeit one and one-half (1.5) days pay for each day of misuse and shall be subject to further discipline, non-renewal or dismissal if misuse continues.

P. Additional leaves of absence without pay may be granted by the Superintendent whose decision is final and not grievable. Granting of leaves under this section shall not be precedent setting.

Q. Additional leaves of absence with or without pay may be granted by the ESB, whose decision is final and not grievable. Granting of these leaves shall not be precedent setting.

**ARTICLE VII**  
**PROFESSIONAL DEVELOPMENT**

A. 1. Program leading to an advanced degree in the field of study.

a. Upon prior approval by the Superintendent, the employee will be assisted by an amount not to exceed the University of New England course credit

rate for a Masters' Degree in General Education for actual cost of tuition and registration per three (3) credit hour courses. Employees seeking an Advanced Degree in another program shall be responsible for the additional costs, including any other fees. The advanced degree must relate to the employee's current assignment, to an assignment that the administration has asked the employee to assume or to a field directly related to an advanced education degree

- b. If approved, the maximum number of credit hours shall not exceed twelve (12) credit hours in any one fiscal year (including summer). The fiscal year is defined as the period July 1 – June 30.
- c. If a specialist obtains an advanced degree paid for in whole or in part by the ESD, that specialist shall continue to be employed by the ESD for a period of two (2) years following his/her receipt of the advanced degree. If, during such two (2) year period, the specialist voluntarily leaves the employment of the ESD, he/she shall reimburse the ESD for all amounts paid by it toward said degree. The amount reimbursed shall be prorated in proportion to the amount of time remaining in the two (2) year period.

For example, if the specialist leaves with eighteen (18) months remaining in the period, the amount reimbursed shall be 18/24 of all amounts paid by the ESD toward the degree. The ESB has the right, in its sole discretion, to waive this reimbursement requirement for hardship or extenuating circumstances.

2. Courses taken for certification or recertification only
  - a. The cost of tuition in an amount not to exceed the University of New England online course credit rate for a Masters' Degree in General Education per three (3) credit courses. Employees shall be responsible for additional costs, including any other fees.
  - b. If approved, the maximum number of credit hours shall not exceed six (6) credit hours in any one (1) year (including summer).
3. In addition to any courses for which reimbursement is made pursuant to Paragraphs 1 and 2 above, with the approval of the Superintendent, reimbursement will be made, in an amount approved by the Superintendent, for special education courses.

4. All course reimbursement shall be contingent upon successful completion of the course(s) taken. Successful completion shall mean a grade of B or above. A grade waiver due to a physician documented medical condition may be granted upon approval of the Superintendent, whose decision is final and not grievable.

5. **Third Party Billing:**

When an institution and the ESD have a third-party billing agreement, an employee may elect to participate. If the employee chooses to participate, the employee must sign and agree to meet all of the requirements stated on the Third Party Billing Authorization Form. A sample of this form is attached to this Agreement. (Appendix D)

B. Credits that substantially duplicate other credits will not be supported if taken within a five (5) year span of time.

C. The ESB agrees to consider assisting employees in attending professional conferences and/or workshops by allowing released time and by providing financial assistance. The activity must relate to the employee's current assignment or to an assignment that the administration has required the employee to assume.

D. An employee who is required by the ESB or Superintendent, upon a recommendation by the BA, to take a course, participate in a workshop, or attend a conference or seminar shall be entitled to a reasonable advance to cover anticipated expenses directly related to said requirement. The balance of direct expenses incurred will be reimbursed upon submission of an acceptable itemized request. If an employee is required by the Superintendent to take a college/university course, he/she will be reimbursed for mileage at the ESD established rate for that course. This does not include courses required for certification or recertification.

E. The ESD agrees to reimburse any specialist for the cost/renewal fee of any required professional licensure/certification required.

## **ARTICLE VIII** **PROTECTION AND PAYROLL DEDUCTIONS**

- A. The ESB agrees to make proper efforts to correct any hazardous condition that may exist. Employees are required to report in writing any hazardous condition they are aware of to the BA as soon as possible.
- B. When an employee's absence occurs from assault or injury while performing his/her duties, the employee shall not forfeit any sick leave or personal emergency leave.
- C. Payroll deduction will be utilized for:

1. Health/Dental Insurance and any other approved retirement/insurance line items
2. Professional Dues
3. Disability or income protection insurance
4. Federal and State Income tax
5. Other items mutually agreed upon between the EEA and ESB.

D. EEA Dues

1. The ESD agrees to deduct from employee's salaries money for unified EEA dues as said employees individually and voluntarily authorize the ESD to deduct and to transmit the monies promptly to the EEA.
2. The ESB agrees to recognize continuous dues deductions as authorized by individual members. The EEA shall certify to the Superintendent the amount of dues to be deducted for each employee.
3. The EEA shall indemnify and save the ESD harmless against all claims and suits which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to authorized officials of the MEA. The MEA shall be accountable to the EEA for the allocation and payment of each employee's dues to the respective professional associations as authorized on the respective dues deductions forms.

## ARTICLE IX REDUCTION IN FORCE

A. Position Elimination:

At such time as the Board determines that a reduction in force is necessary, the Board or its designee shall notify the EEA in writing of the positions to be eliminated and shall give the EEA an opportunity to discuss the elimination of such positions with the Board or its designee. The final decision pertaining to these matters shall remain solely the prerogative of the Board and not subject to the grievance procedure.

This article is not applicable to the Board's decision not to rehire a probationary employee.

B. Seniority:

Seniority shall be based on continuous employment in the bargaining unit based upon the most recent date of employment. When two (2) or more employees have the same seniority, the employee with the greater length of total service shall be deemed to have the greater seniority. An employee with multiple endorsements should not have seniority penalized when moved to an assignment in another impact area. Given this:

1. An employee that moves into a position in a new impact area will begin accruing seniority within the new impact area.
2. The employee will retain their seniority for the years worked in the previous impact area.

3. An employee who is transferred from one department to another or from one level to another shall have transferred all years of seniority to the new department or level.

Part-time employees shall accrue seniority on a pro-rata basis, based upon the employee's full-time equivalent (FTE). Part-time employees shall be considered along with all other full time employees in an impact area when a specialist position is eliminated, provided, however that in the event of the elimination of a part-time specialist position, a part-time employee whose contract would not otherwise be terminated may be required to choose between assuming a full-time position and accepting a layoff.

The seniority list using the above criteria and impact areas will be provided to the President of the EEA by the Superintendent by October 15 of each year. Any disagreement with the seniority list will be reported within fifteen (15) working days and revised by mutual agreement of the EEA and The Superintendent.

C. Impact Areas

1. Nurse
2. Occupational Therapist
3. Physical Therapist
4. Licensed Clinical Social Worker
5. 504 Case Managers
6. Speech-Language Pathologist
7. Interpreter
8. Educational Psychologist

D. Criteria for Selection (criteria will be considered and weighted in the order below)

1. Seniority
2. Certification and endorsements
3. Educational preparation (Advanced degree)

E. Notification

The Superintendent shall notify the Association of all employees who are to be laid off or recalled. An employee who is to be laid off shall receive notice at least ninety (90) days prior to the effective date of the layoff.

F. Recall

Continuing contract employees shall be eligible for recall twenty-four (24) months after the effective date of layoff.

1. Continuing contract employees shall be recalled by impact areas in reverse order of layoff.
2. All benefits to which an employee was entitled at the time of layoff, including contract status, unused accumulated sick leave, and credits towards sabbatical eligibility, shall be restored upon return to active employment.
3. The employee recalled will be returned to his/her earned salary step as of the effective date of layoff.

No new hires will be employed until all employees subject to recall have:

1. Waived recall rights in writing
2. Resigned, or
3. Failed to accept within ten (10) working days of written notice of recall to the position offered or within two (2) calendar weeks of the first attempt to deliver the certified letter with return receipt requested by the Board.

G. Other considerations:

An employee who receives notice of layoff shall be granted up to three (3) additional days of leave with pay for the purpose of applying for and interviewing for other positions.

An employee who has been laid off shall be eligible to continue to participate in group insurance plans under the provisions of COBRA.

An employee who has been laid off under this provision will be permitted to attend and participate in ESD In-Service days or professional development opportunities offered to Ellsworth employees on site for one (1) school year immediately following the year of layoff. Participation of the laid-off staff member in service days or professional development activities shall result in no expense to the ESD.

H. In the event that there are no students requiring Interpreter services attending Ellsworth Schools the Interpreter contract shall be terminated.

## ARTICLE X RIGHTS

- A. Maine residents are required to apply for a "Superintendent's Agreement" from the district where they reside. When space is available, the ESD Superintendent will allow Specialists children to enroll. However, for a Superintendents Agreement approval, the Superintendent of residency must be in agreement. In cases where no state subsidy follows the student, Specialists will pay the current tuition rate for ESD schools.
- B. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the ESB, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth before such action shall become final.
- C. Whenever any employee is required to appear before the Superintendent concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, salary, or any increments pertaining thereto, then he/she shall have the option of prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the EEA present to advise and represent him/her during such meeting or interview. Any suspension of an employee pending the outcome of an investigation shall be with pay.

- D. Whenever an EEA representative is mutually scheduled to participate, during school hours, in ESB-EEA business, he/she shall suffer no loss of pay.
- E. Representatives of the EEA or its affiliates may use school property in accordance with ESB policies governing the use of buildings.
- F. The ESB will assist the EEA with the purchase of office supplies so that the EEA may avail itself of the lowest possible prices.
- G. The EEA shall have the privilege of using school bulletin boards, when authorized by the BA.
- H. The EEA shall have the privilege of using school mailing facilities, when authorized by the BA.
- I. The ESB shall grant leave with pay to the EEA President for EEA business when authorized by said ESB, not to exceed two (2) days. The EEA will pay the cost of a substitute when such leave is granted.
- J. The ESB retains the right to grant privilege to any organization it desires. When an outside organization is to use a classroom(s) a reasonable attempt will be made to notify the employee(s) at least forty-eight (48) hours in advance in order to secure personal property and confidential files in the classroom. The employee is responsible to ensure personal and confidential property and files are secured prior to use by the outside organization/party.

Items on the agenda of ESB meetings shall be in the exclusive province of the ESB and Administration. Whenever the EEA has to appear before the ESB, notification will be provided.

## ARTICLE XI SALARY AND SALARY CONDITIONS

- A. The salary schedules are set forth in Appendix A.
  - 1. In each year of this agreement, eligible employees shall be awarded one step on the salary schedule for a year of service. Employees who are at the Top of Scale or reach Top of Scale during the term of the agreement will receive the increases on to their annual salary as listed below:
 

2025-2026	4% increase in annual salary
2026-2027	4% increase in annual salary
2027-2028	3% increase in annual salary
- B. Conditions
  - 1. Employees may move vertically on the schedule only one step per year.

2. Employees may move horizontally on the schedule only at the beginning of a contract year provided the employee has submitted a written notice to the Superintendent not later than February 1st of the previous contract year and submitted documentation. In the event that the written notice is not provided, the Superintendent shall not be required to advance the employee to the appropriate salary column until the subsequent school year.
3. Employees entering the system will be placed on the salary scale consistent with years of eligible experience. Under extenuating circumstances, an employee entering the system may be placed on a salary step determined by the Superintendent but no new hire will be placed higher than existing hires.
4. Second Master's Degree:  
A Social Worker/504 Case Manager who plans to obtain a second Masters degree and who wants to be considered for placement on the ACC scale once the degree is obtained, must submit a written request to the Superintendent. The request must include the specific degree the specialist intends to pursue, the expected date of completion; the accredited institution the specialist will be attending; and the reasons why the specialist believes the second Masters degree will benefit students and the educational program at the school system.
  - a. A newly hired specialist who already holds a second Masters degree and wants to be considered for placement on the ACC scale must submit a written request to the Superintendent. The request must include the specific degrees the specialist holds, the dates received, the accredited institution that awarded the degrees, and the reasons why the specialist believes the second Masters degree will benefit students and the educational program at the individual school.
  - b. The Superintendent will review the specialist's request; obtain any additional documentation from the specialist he/she/they deems necessary; and make a determination whether, in his/her/their professional judgment, the second Masters degree will benefit students and the educational program at the school system.

C. Specialist will be paid hourly rates for curricular work required

Employees covered under this agreement will be compensated for unused sick leave at his/her hourly rate of pay according to the following schedule. Notice of intent to retire must be submitted in writing to the ESD Superintendent's Office not later than February 1 of the calendar year in which the employee shall retire/separate. In the event of extenuating, emergency circumstances beyond the employee's control, an employee may request, in writing to the Superintendent, a waiver of the February 1, notification deadline. The Superintendent's decision on the request shall not be grievable.

Retire/separate at age sixty-two (62) and with the last ten (10) years of consecutive service in ESD/RSU 24 – up to 30 days of accumulated unused sick leave at the employee's current per diem rate.

Retire/separate at age sixty-two (62) and with the last fifteen (15) years of consecutive service in ESD/RSU 24 – up to 40 days of accumulated unused sick leave at the employee's current per diem rate

Retire/Separate at age of sixty two (62) and with at least twenty (20) years of consecutive service in ESD/RSU 24- up to 45 days with 1 additional day for each year of service of accumulated unused sick leave at the employee's current-per diem rate.

Separate after fifteen consecutive years of employment in the ESD – up to 15 days of accumulated sick leave at the employee's current rate of pay. In the event of extenuating, emergency circumstances beyond the employee's control, an employee may request, in writing to the Superintendent, a waiver of the February 1, notification deadline, provided the employee has worked the last fifteen consecutive years in the ESD.

E. Nurses that reach a National Board Certification shall submit proof of said Certification. The Specialist shall receive \$2,000.

G. In the event a specialist is required to cover another building or tend to an emergency, that is above and beyond their job assignment, the Specialist will be reimbursed mileage at the Board approved mileage rate, established each year. Specialists whose jobs are split between buildings will not be reimbursed for travel between buildings. In the event a specialist is required to travel to another school outside of the ESD or to a student's home per their supervisor, the specialist will be reimbursed their mileage at the Board approved mileage rate, established each year.

## ARTICLE XII MISCELLANEOUS

A. An electronic copy of this agreement is available online.

B. Savings or Scope and Separability

Should any provision of this Agreement be found to be contrary to law, then such provision shall be deemed null and void. All other provisions shall, however, continue in full force and effect.

## ARTICLE XIII GRIEVANCE PROCEDURE

A. Purpose

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

Nothing herein contained shall be construed as limiting the right of anyone covered by this Agreement to discuss a grievable matter informally with any member of the administration, and having the grievance settled or adjusted without intervention of the EEA provided the settlement or adjustment is consistent with the terms of the Agreement and the EEA is notified of that adjustment or settlement.

#### B. Definitions

1. A "grievance" is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the specific terms of this Agreement.
2. An "aggrieved person" is the employee or employees making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days except that "days" shall include Monday through Friday except legal holidays during summer vacation.

#### C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement between the Superintendent and the EEA.
2. If the time limits are not met by the administration at any level, the aggrieved person or persons may request in writing to the EEA President that it proceed to the next level.
3. Time is of the essence in the filing and processing of all grievances under this Article.
4. Failure on the part of an aggrieved person to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration.

#### D. Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her BA or other appropriate administrator in an effort to resolve the problem informally within ten (10) days after the aggrieved person first should have known the conditions constituting the alleged grievance.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the EEA Representative assist him/her in further efforts to resolve the problem informally with the BA or other appropriate administrator within ten (10) days after meeting with the BA or other appropriate administrator.

#### E. Formal Procedure

##### 1. Level One - School BA

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing within ten (10) days after the conclusion of the informal procedure as defined in D2 above.
- b. The BA shall, within five (5) days after receipt of the written grievance, render his/her decision and reasons therefore in writing to the aggrieved person, with a copy to the President of the EEA.

##### 2. Level Two- Superintendent

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she, within five (5) days after receipt of the BA's written decision, or, if the BA has not rendered a written decision in the time required, within ten (10) days after the BA's receipt of the formal grievance, shall file the written grievance with the EEA President for referral to the Superintendent.
- b. The EEA shall, within five (5) days after receipt, refer the grievance to the Superintendent.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with representatives of the EEA for the purpose of resolving the grievance.

- d. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the EEA President.

### 3. Level Three- ESB

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after receipt of the Level Two written decision, or, if the Superintendent has not rendered a written decision in the time required, within ten (10) days after the meeting at Level Two, file the grievance with the Chairperson of the ESB.
- b. The ESB shall, at its next regularly scheduled meeting, meet with the aggrieved person and his/her representatives for the purpose of reviewing the grievance.
- c. In the event that the grievance proceeds to the ESB level, the EEA may request that such a meeting be placed first on the ESB's meeting agenda.
- d. The ESB shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the EEA President.

### 4. Level Four- Impartial Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within five (5) days after the decision, or, if the ESB has not rendered a written decision in the time required, within five (5) days after the meeting with the ESB, request in writing to the President of the EEA that his/her grievance be submitted to arbitration.
- b. The EEA shall, within five (5) days after receipt of such request, if the EEA determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the ESB in writing.
- c. The Chairperson of the ESB and the President of the EEA, or their designees, shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence, by submitting a list of names of such persons to

each other. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.

- d. The arbitrator shall as soon as possible after his/her selection, taking into consideration the schedules of all concerned, but in no event later than sixty (60) days after his/her selection unless an extension of time is mutually agreed upon in writing, meet with the parties to conduct a hearing on the grievance and, within thirty (30) days thereafter shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement. The arbitrator shall also be without power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the written Agreement. The decision of the arbitrator shall be submitted to the ESB and the EEA and shall be final and binding on the parties, subject only to judicial review as provided by law.
- e. The costs for the services of the arbitrator shall be borne equally by the ESD and the EEA.
- f. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums that might otherwise be available to the aggrieved person.

#### F. No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.

#### G. Miscellaneous

- 1. If, in the judgment of the EEA, a grievance affects a group or class of employees, the EEA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The EEA may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel files of the participants.
3. Forms identical to those attached hereto in Appendix C shall be used for filing and processing grievances and shall be made available through the EEA School Representatives so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.
5. The EEA and the ESB may be included and involved in each step of the grievance procedure.

#### ARTICLE XIV DURATION OF AGREEMENT

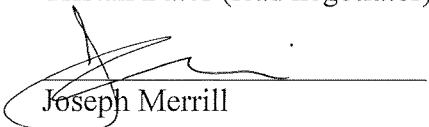
- A. This Agreement shall become effective as of the date of ratification and remain in effect until August 31, 2028.
- B. The parties hereby agree to Articles I – XIV of this document.

#### THE ELLSWORTH ASSOCIATION SPECIALTY UNIT



Tristan Bates (lead negotiator)

DATE: 4/16/25

  
Joseph Merrill

DATE: 4/16/25

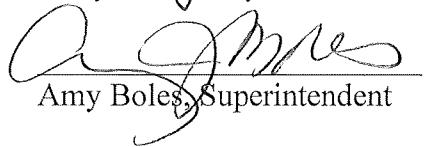
#### ELLSWORTH SCHOOL BOARD

  
Paul Markosian (lead negotiator)

DATE: 4/30/25

  
Kelly McKenney

DATE: 4/30/25

  
Amy Boles, Superintendent

DATE: 4/16/25

**APPENDIX A**  
**SALARY SCHEDULE**

<b>LCSW: Bach</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$51,631.36	\$52,633.01	\$53,601.46
2	\$53,180.30	\$54,212.00	\$55,209.50
3	\$54,775.70	\$55,838.36	\$56,865.78
4	\$56,418.97	\$57,513.51	\$58,571.76
5	\$58,111.54	\$59,238.91	\$60,328.91
6	\$59,854.88	\$61,016.08	\$62,138.78
7	\$61,650.53	\$62,846.56	\$64,002.94
8	\$63,500.05	\$64,731.96	\$65,923.03
9	\$65,405.05	\$66,673.92	\$67,900.72
10	\$67,367.20	\$68,674.14	\$69,937.74
<b>LCSW/MA</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$54,416.22	\$55,471.89	\$56,492.58
2	\$56,048.70	\$57,136.05	\$58,187.35
3	\$57,730.17	\$58,850.13	\$59,932.98
4	\$59,462.07	\$60,615.64	\$61,730.96
5	\$61,245.92	\$62,434.11	\$63,582.89
6	\$63,083.31	\$64,307.13	\$65,490.38
7	\$64,975.81	\$66,236.34	\$67,455.09
8	\$66,925.08	\$68,223.43	\$69,478.74
9	\$68,932.84	\$70,270.14	\$71,563.11
10	\$71,000.81	\$72,378.24	\$73,710.00
<b>LCSW/ACC</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$57,201.08	\$58,310.78	\$59,383.70
2	\$58,917.11	\$60,060.10	\$61,165.21
3	\$60,684.62	\$61,861.91	\$63,000.17
4	\$62,505.16	\$63,717.76	\$64,890.17
5	\$64,380.32	\$65,629.30	\$66,836.88
6	\$66,311.72	\$67,598.18	\$68,841.98
7	\$68,301.07	\$69,626.12	\$70,907.24
8	\$70,350.11	\$71,714.91	\$73,034.46
9	\$72,460.62	\$73,866.35	\$75,225.49
10	\$74,634.43	\$76,082.34	\$77,482.26

**APPENDIX A**  
**SALARY SCHEDULE**

<b>Nurses</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$64,869.08	\$66,166.46	\$66,232.63
2	\$66,825.81	\$68,162.33	\$68,230.49
3	\$68,817.48	\$70,193.83	\$70,264.02
4	\$70,879.04	\$72,296.62	\$72,368.91
5	\$73,010.47	\$74,470.68	\$74,545.15
6	\$75,211.79	\$76,716.03	\$76,792.75
7	\$77,465.53	\$79,014.84	\$79,093.85
8	\$79,789.14	\$81,384.93	\$81,466.31
9	\$82,182.64	\$83,826.30	\$83,910.12
10	\$84,646.03	\$86,338.95	\$86,425.29
<b>504/BA</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$49,664.45	\$50,161.09	\$50,211.25
2	\$51,154.38	\$51,665.92	\$51,717.59
3	\$52,689.00	\$53,215.89	\$53,269.11
4	\$54,269.67	\$54,812.37	\$54,867.18
5	\$55,897.76	\$56,456.74	\$56,513.20
6	\$57,574.70	\$58,150.44	\$58,208.59
7	\$59,301.94	\$59,894.96	\$59,954.85
8	\$61,081.00	\$61,691.81	\$61,753.50
9	\$62,913.43	\$63,542.56	\$63,606.10
10	\$64,800.83	\$65,448.84	\$65,514.29
<b>504/MA</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$52,343.22	\$52,866.65	\$52,919.52
2	\$53,913.51	\$54,452.64	\$54,507.09
3	\$55,530.92	\$56,086.23	\$56,142.32
4	\$57,196.85	\$57,768.81	\$57,826.58
5	\$58,912.74	\$59,501.87	\$59,561.37
6	\$60,680.13	\$61,286.93	\$61,348.22
7	\$62,500.54	\$63,125.54	\$63,188.67
8	\$64,375.55	\$65,019.31	\$65,084.33
9	\$66,306.82	\$66,969.89	\$67,036.86
10	\$68,296.02	\$68,978.98	\$69,047.96

<b>OT/PT/Specch/Psych</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
1	\$66,433.56	\$67,097.89	\$67,164.99
2	\$68,426.56	\$69,110.83	\$69,179.94
3	\$70,479.37	\$71,184.16	\$71,255.34
4	\$72,593.74	\$73,319.68	\$73,393.00
5	\$74,771.55	\$75,519.27	\$75,594.79
6	\$77,014.70	\$77,784.85	\$77,862.63
7	\$79,325.15	\$80,118.40	\$80,198.52
8	\$81,704.90	\$82,521.95	\$82,604.47
9	\$84,156.05	\$84,997.61	\$85,082.61
10	\$86,680.73	\$87,547.53	\$87,635.08

## APPENDIX B

### GRIEVANCE FORM

It is important that grievances be processed as quickly as possible. The time limits set forth below and in Article XIII of the collective bargaining agreement are maximums which may be extended only by written agreement between the aggrieved person and the Administration or the ESB. This form is intended to provide a convenient mechanism for the processing of grievances. However, it is not intended to replace or to relieve the aggrieved person from reading and complying with Article XIII of the collective bargaining agreement.

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#### LEVEL ONE GRIEVANCE

---

1. Date of Alleged Contract Violation(s)      3. Date Submitted to BA (not more than 20 days after date in 1)      4. Date and Signature of BA  
Indicating Receipt of Grievance

---

2. Date(s) Informally Met with BA

---

5. Teacher/Class of Teachers (Aggrieved Persons)      6. School

---

7. Specific Contract Provisions Alleged to Have Been Violated

---

8. Please Describe in Detail How the Contract was Allegedly Violated (attach additional pages if necessary)

Number of Additional Pages Attached: \_\_\_\_\_

9. Please Describe in Detail the Remedy or Relief Requested (attach additional pages if necessary)

Number of Additional Pages Attached: \_\_\_\_\_

10. Signature of Aggrieved Person

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---

#### LEVEL ONE DECISION

---

11. Date of BA's Decision (not more than 5 Days after Date in 3)      12. Signature of BA Rendering Decision      13. Date and Signature of Aggrieved Person Indicating Receipt

---

14. BA's Decision and Reasons Therefor (Attach Additional Pages if Necessary)

FOR THE ESB: \_\_\_\_\_  
FOR THE ASSOCIATION: \_\_\_\_\_

Number of Additional Pages Attached: \_\_\_\_\_

## LEVEL TWO GRIEVANCE

15. Signature of Aggrieved Person  
Appealing Level One Decision

16. Date Submitted to EEA President  
(Not more than 5 days after date in 12  
Or, if BA has rendered no decision, not  
More than 10 days after date in 4)

17. Date and Signature of EEA  
President Indicating Receipt

18. Date Submitted to Superintendent 19. Date and Signature of  
(Not more than 5 days after date in 17) Superintendent Indicating Receipt

20. Date of Meeting with Aggrieved  
Person (not later than 10 days after date in 19)

## LEVEL TWO DECISION

21. Date of Superintendent's Decision  
(not more than 5 Days after Date in 20)

22. Signature of Superintendent

23. Date and Signature of Aggrieved  
Person Indicating Receipt

24. Superintendent's Decision and Reasons Therefore (Attach Additional Pages if Necessary)

Number of Additional Pages Attached: \_\_\_\_\_

## LEVEL THREE GRIEVANCE

25. Signature of Aggrieved Person  
Appealing Level Two Decision

26. Date Submitted to ESB (Not more  
than 5 days after date in 23, or, if  
Superintendent has rendered no  
decision, not more than 10 days after  
date in 20)

27. Date and Signature of ESB Chair  
or Designee Indicating Receipt

FOR THE ESB: \_\_\_\_\_  
FOR THE ASSOCIATION: \_\_\_\_\_

28. Date of Meeting with Aggrieved Person  
(not later than 10 days after date in 27)

---

### LEVEL THREE DECISION

29. Date of ESB Decision (not later than 10 Days after Date in 28)      30. Signature of ESB Chair or Designee      31. Date and Signature of Aggrieved Person Indicating Receipt

---

24. ESB's Decision and Reasons Therefor (Attach Additional Pages if Necessary)

Number of Additional Pages Attached: \_\_\_\_\_

### LEVEL FOUR GRIEVANCE

33. Signature of Aggrieved Person Appealing Level Three Decision      34. Date Submitted to Association President (not more than 5 days after date in 31 Or, if the ESB has rendered NO decision, not more than 5 days after date in 27)      35. Date and Signature of Association President Indicating Receipt

---

36. Signature of Association President Indicating Request for Arbitration      37. Date Submitted to the ESB (not later than 5 days after date in 35)      38. The Association's List of Proposed Arbitrators:

---

39. Date and Signature of ESB Chair or Designee Indicating Receipt      40. ESB List of Proposed Arbitrators:

---

41. Agreed Upon Arbitrator

---

42. Date American Arbitration Assoc. Contacted to Select Arbitrator if one Cannot be Agreed Upon

---

FOR THE ESB: \_\_\_\_\_  
FOR THE ASSOCIATION: \_\_\_\_\_

**Appendix C**  
**Ellsworth School Department**  
**Sick Bank Application**

**Introduction:** The Sick Leave Bank is designed to provide income protection for eligible specialist/teachers who have exhausted their personal and sick leave, and who have an absence due to a serious health condition that prohibits them from performing their job. Sick leave bank days are not available for absences covered by workers' compensation or for elective surgery that is not medically necessary.

**Section 1: Contact Information**

Employee Name:

Address:

Phone Number:

**Section 2: Reason for Request to Withdraw Days from Sick Bank**

Number of days requesting from the Sick Leave Bank:

In your own words, describe the nature of your condition:

Date you were last actively at work:

Date you are expected to return to work:

Date illness/injury occurred:

Is this injury/illness work related: Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Section 3: Medical Provider Information**

Name of attending physician:

Date physician first consulted for this illness:

Date physician last consulted for this illness:

Did illness/injury require an inpatient hospital stay? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please list the dates of your hospital stay and what medical facility you were treated in:

Dates:

Name of Facility:

**Section 4: Disability Retirement**

I acknowledge that in the event that this request is granted, either in whole or in part, and I am subsequently deemed eligible for a Maine Public Employee Retirement Systems or Social Security's disability retirement and in fact receive a disability retirement, that I am obligated to pay back to the school system the value of the number of Sick Bank days used after the effective date of the disability retirement. Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Section 5: Limited Authorization to Release Information:**

By signing this form, I hereby authorize the release of this form, the accompanying doctor's certificate/note, and other materials I have enclosed with this sick bank application to the designated members of the Sick Bank Committee. I also understand that a copy of these materials will be maintained by the Superintendent's Office in a confidential medical file.

**Section 6: Employee's Certification**

I certify that all of the statements made by me in this application for paid benefits by my publicly funded employer are true and complete to the best of my knowledge and belief and that such statements have been honestly presented. I understand providing any false or misleading information on this application shall be fully sufficient grounds to refuse to grant sick bank days to me, or, if such days have already been provided to me, to discipline me in accordance with the collective bargaining agreement and/or Maine law.

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

Print Name: \_\_\_\_\_

**APPENDIX D**  
**Third Party Billing Authorization Form**

Directions:

1. Use this form to apply for tuition deferment for COURSES ONLY.
2. Make sure to check that the Institution offering the course will participate in tuition deferment.
3. Complete **PART 1**, and submit to support system prior to taking the course.
4. **Keep a copy of the completed form for your records.**

**PART 1** - Complete this section **prior to taking course** and submit to support system.

Name:	Social Security No:	Date of Application:
<hr/>		
Name of Institution:	Address of Billing Office:	
<hr/>		
Course Title and Number:	Course Start/End Dates:	Number of Credits:
<hr/>		

**Terms of Agreement**

Based on the following criteria, the Ellsworth school Department (ESD) employee named above has been approved for *Third Party Billing*.

1. The employee named above must successfully pass the course with at least a "B" for all courses.
2. ESD agrees to pay ONLY tuition based on the current University of New England online course credit rate for a Masters' Degree in General Education multiplied by the number of credits taken, as per the Collective Bargaining Agreement. All other fees including registration, lab and activity fees are the responsibility of the employee, unless the employee is in a Superintendent Approved Masters' Degree Program.
3. To be eligible for reimbursement the employee named above must be in service and under contract with the ESD.
4. This form must be signed by the employee, support system and Superintendent of Schools. The institution offering the course will send a copy of the grade report or transcript with the invoice at the completion of the course.
5. If a teacher obtains an advanced degree paid for in whole or in part by the ESD, that teacher shall continue to be employed by the ESD for a period of two (2) years following his/her receipt of the advanced degree. If, during such two (2) year period, the teacher voluntarily leaves the employment of ESD, he/she shall reimburse the ESD for all amounts paid by it toward the degree. The Ellsworth School Committee has the right, in its sole discretion, to waive this reimbursement requirement for hardship or extenuating circumstances.
6. Submit invoices and grade reports to: **accounts.payable@ellsworthschools.org**  
**Ellsworth School Department**  
**Accounts Payable**  
**11 Avery Lane**  
**Ellsworth, ME 04605**

**REQUIRED SIGNATURES**

I have read the above terms and understand that I must successfully complete the course as described in Terms of Agreement and be currently employed in order to be eligible for Third Party Billing. I also understand I am responsible for all additional fees above the cost of tuition as described above.

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL OF CREDIT TOWARD RENEWAL OF CERTIFICATE**

The COURSE and CREDIT'S described above are APPROVED by the ESD Support System.

SUPPORT SYSTEM SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL FOR REIMBURSEMENT**

The ESD agrees to the terms listed above and will pay tuition only upon successful completion of the course, as described in Terms of Agreement above, and receipt of invoice with grade transcript.

SUPERINTENDENT'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX E**  
**Application and Contract for Sabbatical Leave**  
**Ellsworth School Department**

I, \_\_\_\_\_, hereby apply for sabbatical leave for the period from  
\_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_\_.

The purpose of my sabbatical leave is stated below and becomes a part of this contract.

My stipend during this period of leave, if approved, will be one-half(1/2) of my contract salary with half benefits in accordance with the current Contract between the Ellsworth School Department and the Ellsworth Education Association.

I understand that following a sabbatical leave, I become obligated to return to the Ellsworth School department for a period of two (2) contract years, provided I am physically able. If I fail to remain employed for this two (2) year period, I understand that I will have failed to uphold the terms agreed to in this contract, and agree to repay the Ellsworth School Department the complete amount of the sabbatical stipend that I receive during this sabbatical.

I understand that this request for a sabbatical will not be considered unless it has been received by the Superintendent on or before December 1 of the preceding the school year in which it is being requested.

I have been employed as a teacher in the Ellsworth School Department for \_\_\_\_\_ years. (minimum of 7 years)

The purpose of my sabbatical leave is as follows:

My previous sabbatical leaves have been as follows: (if none check here \_\_\_\_\_)

From \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_\_

From \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_\_

This Application and Contract are subject to, and not final until it receives, the approval of the Ellsworth School Board.

Having read and understood these rules, I agree to, and will comply, with them.

I agree to remain in the service of the Ellsworth School Department for two years, after the expiration of the Sabbatical Leave. Should I terminate my employment before I fulfill this obligation for any reason except for death or permanent disability caused by ill health or accident, I agree to refund within six months of my termination the amounts of compensation I received during this Sabbatical Leave. Compensation shall include gross stipend.

Department Head      Date

\_\_\_\_\_  
Signature of Applicant

Building Administrator      Date

\_\_\_\_\_  
Applicant's Present Position

Superintendent      Date

\_\_\_\_\_  
Date Submitted

Date Approved by the Ellsworth School Board

**Amendments to this contract:** When signed by parties, this document becomes a Contract. Cancellation of the leave, change in dates, purpose, or any other conditions must be approved by all signatories to this Agreement. Cancellations should be made by letter. Other changes may be made on copies, initialed by all signatories or a substitute agreement marked "REVISED" may be substituted.

